



Watertown City Council
Tuesday, October 13, 2020
7:00 p.m.

WORK SESSION AGENDA

The City Council meeting is now open to the public. All attendees must enter through the Sterling Street entrance. Each attendee must wear a mask while moving around, but may remove it when seated with 6-foot spacing.

Discussion Items:

1. Water and Sewer Districts and Outside Users
 - Vicky Murphy, Water Superintendent
 - James E. Mills, City Comptroller

October 9, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Water and Sewer Districts and Outside Users

The purpose of this information is to show the extent of the water and sewer systems that are served by the City's treatment plants and to compare what inside City users pay to outside users.

After the announcement in 1984 that Fort Drum would be the home of the newly re-activated 10th Mountain Division, the City's Water Treatment Plant and Sewage Treatment Plant were expanded to serve the Fort and surrounding areas. Over the last thirty-five years, an extensive system of water and sewer lines has been built. Water and/or sewer services are provided to Fort Drum, six towns, and one village. 24.4% of the water rents and 29.6% of the sewer rents come from outside uses.

The following sheets detail revenue and rates in the Water and Sewer Funds for inside and outside users. The City's agreements with the Development Authority of the North Country (DANC) and the various Districts are attached. Maps of the Water and Sewer Districts that the City serves are also provided.

An attempt has been made to compare what inside users pay to what outside users pay, but a direct comparison is difficult. The City volume rates cover capital costs and operation and maintenance. The Town Districts usually have volume rate, but may also have a capital charge and/or an operation and maintenance charge added to it. Those charges are determined in a variety of ways.

Water and sewage volumes are measured in cubic feet (c.f.) or gallons. Typically, rates are set per volume in increments of 1,000: 1,000 c.f. or 1,000 gallons (Kgal). 1,000 c.f. equals 7,480 gallons. I've converted all 1,000 c.f. rates to Kgal rates, so they can be compared. End user rates are in bold and underlined, so they can be more easily identified. Remember though, the volume rate is usually not the entire cost in the Town districts.

It becomes evident from looking at the numbers that outside users pay more for water and sewer services than inside users.

Water Fund

The following is the revenue received from the sale of water (2019-20):

Inside City

Water rents	\$3,506,249
Unmetered water sales	\$ 6,833
Interest and penalties on water rents	\$ 52,491
Metered water sales – other funds	<u>\$ 189,687</u>
Sub-total	\$3,755,260
Outside User Fees	<u>\$1,210,508</u>
TOTAL	\$4,965,768

The inside city user rates are:

Quarterly meter rates:

First 1,200 cubic feet	\$40.93 per 1,000 cubic feet (c.f.)	<u>(\$5.47/Kgal)</u>
Over 1,200 cubic feet	\$27.66 per 1,000 c.f.	(\$3.70/Kgal)

Monthly meter rates:

First 400 cubic feet	\$40.93 per 1,000 c.f.	(\$5.47/Kgal)
Over 400 cubic feet	\$27.66 per 1,000 c.f.	(\$3.70/Kgal)

The rates for outside city users not covered by a contract are:

First 1,200 cubic feet	\$49.12 per 1,000 c.f.	<u>(\$6.57/Kgal)</u>
Over 1,200 cubic feet	\$33.19 per 1,000 c.f.	(\$4.44/Kgal)

There are 47 outside users without contracts including customers off West Main (2), Bradley (3), Eastern Blvd. (6), Hunt Street (27), Leray (1), Pearl (2), Holcomb (1), Ives (1), South Massey (1), Washington (1), the Watertown Correctional Facility, and Southside Water, Inc. (Lettiere Tract.)

The City has agreements to sell water to:

Development Authority of the North Country,
Town of Watertown,
Town of Hounsfield, and
Town of Pamela.

DANC

The rate that the City sells water to DANC for varies from year to year based on a formula in the agreement. The rate is calculated by adding DANC's pro-rata share of operation and maintenance and the debt service on the treatment plant and then adding 20%. It is then converted into a cost per Kgal based on the flow. Their pro-rata share is 25% (3.75 mgd allocation divided by 15 mgd plant capacity). The final rate is not known until it is reconciled after the fiscal year is over and actual costs and flows for the previous year are known. The 2019-20 rate for users other than Fort Drum was \$1.7957 per K gallon.

DANC in turn sells the water to customers at the following rates:

Army	\$6.63/ Kgal
Town of Pamela District #1	\$2.98/ Kgal
Town of Pamela District #2	\$2.92/ Kgal
Town of Pamela District #4	\$3.04/ Kgal
Town of Pamela District #5	\$3.05/ Kgal
Town of LeRay District # 1	\$2.92/ Kgal Emergency Inter-connect Only
Town of LeRay District # 2	\$3.25/ Kgal Emergency Inter-connect Only
Town of Champion District #1	\$3.68/ Kgal

Pamelia charges its users:

Consolidated District #1 (includes #1, 4, 5, 6, 7, 8, and 10)

Annual Capital Charge - \$362 plus Annual O&M Charge - \$140 plus \$48.00 per quarter for 0 – 12,775 gallons and \$3.76/ Kgal for each subsequent 1,000 gallons. (**\$3.76+/ Kgal**)

District #2 \$120.00 per quarter for 0 – 12,775 gallons and **\$9.39/ Kgal** for each subsequent 1,000 gallons

Champion charges its users:

District #1 \$94.75 per quarter for 0 – 10,000 gallons and \$4.70/ Kgal over 10,000 gallons. (**\$9.475+/ Kgal**)

Town of Watertown

The City sells water to the Town of Watertown Water Districts #1, 3, 4, 5 and 6 for \$40.93 per 1000 c.f. (\$5.47/ Kgal).

The Town charges its users:

District #1	Capital Charge plus \$5.00/unit (748 gal.) (<u>\$6.68+/ Kgal</u>)
District #3	Capital Charge plus \$5.00/unit (\$5.50 com.) (<u>\$6.68+/ Kgal</u>)

District #4	Capital Charge plus \$5.00/unit (<u>\$6.68+ / Kgal</u>)
District #5	Capital Charge plus \$5.18/unit (<u>\$6.93+ / Kgal</u>)
District #6	Capital Charge plus \$5.00/unit (<u>\$6.68+ / Kgal</u>)

Town of Hounsfield

The City sells water to the Town of Hounsfield Water Districts #2 and 5 for \$40.93 per 1000 c.f. (\$5.47/ Kgal).

Hounsfield charges its users:

District #2 Annual Capital Charge - \$346 plus \$110.00 per quarter for 0-10,000 gallons and \$6.00 for each subsequent 1,000 gallons. (**\$11.00+ / Kgal**)

District #5 Annual Capital Charge - \$500 plus \$95.00 per quarter for 0-10,000 gallons and \$6.00 for each subsequent 1,000 gallons. (**\$9.50+ / Kgal**)

Town of Pamela

The City sells water to the Town of Pamela Water District #11 for \$40.93 per 1000 c.f. (\$5.47/ Kgal).

Pamelia charges its users:

District #11 ?

Sewer Fund

The following is the revenue received from treating sewage (2019-20)

Inside City

Sewer Rents	\$2,879,611
Sewer Charges	\$1,312,438
Interest and Penalties on Sewer Rents	\$ 42,389
Interfund Revenues	<u>\$ 416,473</u>
Inside City User Sub-total	\$4,650,911
Outside User Sewer Rents	<u>\$1,952,531</u>
TOTAL	\$6,603,442

The inside city user rates are:

Quarterly meter rates:

First 1,200 cubic feet	\$35.91 per 1,000 c.f.	<u>(\$4.80/ Kgal)</u>
Over 1,200 cubic feet	\$20.95 per 1,000 c.f.	(\$2.80/ Kgal)

Monthly meter rates:

First 400 cubic feet	\$35.91 per 1,000 c.f.	(\$4.80/ Kgal)
Over 400 cubic feet	\$20.95 per 1,000 c.f.	(\$2.80/ Kgal)

The City has agreements with DANC and the Town of Watertown to accept sewage for treatment.

DANC

The price rate that the City accepts sewage from DANC for varies from year to year based on a formula in the agreement. The rate is calculated by adding DANC's pro-rata share of operation and maintenance and the debt service on the treatment plant and then adding 20%. It is then converted into a cost per Kgal based on the flow. Their pro-rata share is 33.125% (5.3 mgd allocation divided by 16 mgd plant capacity). The final rate is not known until it is reconciled after the fiscal year is over and actual costs and flows for the previous year are known. The 2019-20 rate for users other than Fort Drum was \$1.5621 per K gallon.

DANC in turn sells that service to customers at the following rates:

Army	\$4.41/Kgal
Town of LeRay – Sanford Corners	\$3.14/Kgal
Town of LeRay District # 2	\$3.14/Kgal

Town of LeRay District # 4	\$3.55/Kgal
Town of Pamela District # 3	\$3.25/Kgal
Town of Pamela District # 9	\$3.18/Kgal
Route 3 Sewer Board	\$3.39/Kgal

Leray charges its users:

District #1	<u>\$7.45/ Kgal</u>
District #2	<u>\$7.20/ Kgal</u>
District #4	Annual Capital Charge - \$275 plus \$48.00 per quarter for 0-12,500 gallons and \$3.00 for each subsequent 1,000 gallons. <u>(\$3.84+/ Kgal)</u>

Pamelia charges its users:

District #3	Annual Capital Charge - \$352 plus Annual O&M Charge - \$140 plus <u>\$3.85/Kgal.</u>
District #4	Annual Capital Charge - \$281 plus Annual O&M Charge - \$140 plus <u>\$3.85/Kgal.</u>
District #5	Annual Capital Charge - \$281 plus Annual O&M Charge - \$140 plus <u>\$3.85/Kgal.</u>
District #8	Annual Capital Charge - \$276 plus <u>\$4.34/Kgal.</u>
District #9	?

The Route 3 Sewer System consists of four Town districts and a Village, which charge their users:

Pamelia District #2	Annual Capital Charge - \$276 plus <u>\$5.48+/ Kgal)</u>
LeRay District #3	Annual Capital Charge - \$283 plus \$60.25 per quarter for 0-12,500 and \$3.00 for each subsequent 1,000 gallons. <u>(\$4.82+/ Kgal)</u>
Rutland District #1	Annual Capital Charge - \$283 plus \$60.25 per quarter for 0-10,000 gallons and \$3.00 for each subsequent 1,000 gallons. <u>(\$6.025+/ Kgal)</u>
Champion District #1	Annual Capital Charge - \$283 plus \$241 per year.
Village of Black River	Annual Capital Charge - \$283 plus \$60.25 per quarter for 0-12,500 gallons and \$3.00 for each subsequent 1,000 gallons. <u>(\$4.82+/ Kgal)</u>

Town of Watertown

The City charges Town of Watertown Districts #2-6 \$43.092/1000 c.f. (\$5.76/ Kgal) for sewage, which is 120% of the in-city rate.

The Town of Watertown charges its users:

- District #2 Capital Charge plus \$4.50/unit (748 gal) (**\$6.02+/ Kgal**)
- District #3 Capital Charge plus \$4.50/unit (**\$6.02+/ Kgal**)
- District #4 Capital Charge plus \$4.50/unit (**\$6.02+/ Kgal**)
- District #5 Capital Charge plus \$4.50/unit (**\$6.02+/ Kgal**)
- District #6 Capital Charge plus \$5.00/unit (**\$6.68+/ Kgal**)

WATER SUPPLY AGREEMENT

Between the Development Authority of the North Country and The City of Watertown, New York

This sets forth the Water Supply Agreement made as of November 17th, 2011 by and between THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at Watertown State Office Building, 317 Washington Street, Watertown, New York (herein called "Authority") and THE CITY OF WATERTOWN, a New York municipal corporation with offices at Municipal Building, 245 Washington Street, Watertown, New York (herein called "City").

RECITALS

1. Authority has constructed, operates, and maintains a water line and appurtenances from the City of Watertown to Fort Drum, New York.
2. City desires to produce and deliver treated Potable Water from its water Treatment Plant to accommodate the requirements of the Authority relative to Fort Drum and Other Users served by the Authority's water line.
3. City acknowledges and understands that the Authority has a valid Utility Service Contract with the U.S. Army at Fort Drum, New York to deliver up to a maximum of 3.0 million gallons of Potable Water per day over the water line to Fort Drum at a maximum or peak rate of flow of 2,083 gallons per minute. City further acknowledges and understands that through an agreement made as of December 4, 1995, the City granted to the Authority the right to sell City water from the Fort Drum water line to municipalities and water districts in Jefferson County, collectively defined as "Other Users", up to a total of one million gallons per day (gpd), subject to the physical constraints on the City's ability to deliver water.

4. Authority acknowledges and understands that the ability of the City to deliver Potable Water to the Authority's Booster Pump Station No. 1 is subject to certain physical and hydraulic constraints on City facilities when Authority's Booster Pump Station No. 1 is operated at flow rates higher than the original design flow rate of 3.0 million gallons per day (mgd) (2,083 gallons per minute). Authority further acknowledges and understands that under routine operations, only one pump rated at 3.0 mgd will be in operation at BPS No. 1 and, whenever it may become necessary to operate more than one pump, Authority personnel will communicate that need to the City before activating more than one pump and will coordinate the operation closely with the City's water Treatment Plant operations personnel.

5. This contract is authorized pursuant to § 2706 of the Public Authorities Law.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

Definitions

Section 101. Defined Terms. As used or referred to in this Agreement, unless a different meaning clearly appears from the context:

(1) "Authority Officer" means the Chairman, any Vice Chairman, the Secretary, the Treasurer or the Executive Director of the Authority;

(2) "City Officer" means the Mayor of the City of Watertown or the City Manager of the City of Watertown;

(3) "Fiscal Year" means the City of Watertown's official fiscal year, a period of twelve (12) consecutive months, beginning on July 1st of any given year and ending on June 30th of the following calendar year;

(4) The term "Potable Water" shall mean water suitable for consumption in accordance with New York State Department of Health requirements;

(5) "Treatment Plant" means all conduits, pipelines, water mains, reservoirs and reservoir transmission lines, pumping stations, water treatment systems, dams, plants and works, connections and intakes, and all other plant structures, boats, conveyances, and other real and tangible properties, and all renewals and/or replacements of any of the foregoing, acquired, constructed or operated by the City for the purpose of this agreement, including all repairs and replacements of any of the foregoing, regardless of the manner in which the City chooses to finance the same;

(6) "Utility Service Contract" means the utility service contract agreement, dated January 16, 1990, by and between the Department of the Army and the Development Authority of the North Country for water service to Fort Drum, and any amendments, thereto; and

(7) Words importing the singular number include the plural number and vice versa, words importing individual persons include firms, associations, and corporations, and words importing a masculine gender include every other gender.

ARTICLE II

City Facilities

Section 201. Facilities. The City will provide the Authority the service facilities as follows:

A Potable Water Treatment Plant, including:

(a) A connection at or near the City's Water Treatment Plant, between the Authority's water line and the City's facilities;

(b) Capacity to treat and deliver the Potable Water flows to the Authority's water line at a peak capacity of three million, seven hundred and fifty thousand gallons per day (3.75 mgd) and at a peak flow rate of 2,605 gallons per minute. The City's ability to provide capacity and rates of flow greater than 3.0 million gallons per day and 2,083 gallons per minute may be affected by certain conditions and demands in the City's water distribution system. Initiation of higher flows requiring activation of more than one pump at BPS No.1. will require coordination between Authority and City personnel as described in paragraph 4 of the RECITALS.

(c) A treatment process meeting all applicable Federal and State standards presently in effect and as the same may be amended during the term of this Agreement.

Section 202. **Point of Delivery.** City's water shall be delivered to Authority through a dedicated water pipe at or near the City Water Treatment Plant, The approximate latitude and longitude for the beginning of the Authority's Water Line is: 75.874 West Longitude; 43.975 North Latitude .

Section 203. **Metering.** City has installed and shall maintain at its own cost, a meter at the point of delivery, exclusively to measure the volume of water delivered to the Authority.

Section 204. **Conformance.** City's Treatment Plant and its operation shall conform to the requirements of all applicable federal and state laws and regulations.

ARTICLE III

Operation of the System

Section 301. Operation. City shall itself operate and maintain all facilities required to treat and deliver water hereunder and to measure the Authority flow and amount of consumption at the point of delivery. City shall use reasonable diligence to provide regular and uninterrupted water treatment and delivery service to the Authority.

Section 302. Other Users – Authorizations, Approvals, and Acknowledgements. On December 4, 1995, the City and the Authority entered into an Agreement whereby the City granted to the Authority the right to sell up to a total of one million gallons per day of City water from connections to the Authority's Fort Drum water line to municipalities and water districts in Jefferson County. The Authority has since executed multiple agreements with the adjoining townships to deliver Potable Water from the City's Treatment Plant and facilities through the Fort Drum water line to water districts which have been created by these towns.

The City and Authority acknowledge and agree that beginning on the effective date of this Agreement, the Authority's authorization to sell City water to Other Users from connections to the Authority's Fort Drum water line shall be set at seven hundred fifty thousand gallons per day (0.75 mgd). Other Users connecting to the Authority water line must be approved in advance by the City or its designated representative, which approval shall not be unreasonably withheld or delayed. The parties further acknowledge and agree that the Development Authority's right to sell water to Other Users over or through the Fort Drum water line remains subject to the following conditions:

1. The Authority shall provide the City with all necessary data and plans deemed necessary by the City to make a determination as to approval of additional users.

2. The Authority shall coordinate individual user contracts with each municipality or water district to ensure that the City's facilities are capable of delivering the water which the parties have previously agreed must be delivered to Fort Drum and the Authority agrees to provide the City with copies of each individual contract agreement and any amendments, thereto.
3. The Authority shall not solicit the City's water customers, nor sell water from the Fort Drum line or otherwise to any municipality or water district or any other person or entity that is served by or through the City's water distribution system, unless prior approval or authorization is obtained from the City.
4. The Authority shall assume sole responsibility for billing the Other Users and shall be responsible for determining the usage and consumption of the individual municipalities and water districts and for providing that data to the City as required or as may be requested. The Authority shall be responsible to the City for payment of any and all annual charges resulting from the sale of water to the Other Users in accordance with the requirements set forth in Article V. of this Agreement.
5. The Authority shall provide the City with adequate information regarding allocations for water supply for each of the Other Users of the Authority's water line to Fort Drum that will allow the City to be aware of the overall usage and consumption levels that may ultimately be expected to be taken by the Other Users.

Section 303. Meters and Measurements of the Water and Required Records The City will provide, install, and use as part of its Treatment Plant and system, meters or other devices, methods or procedures for determining the volume directly, or by differentials, or otherwise, and from time to time as necessary make tests and use means for determining the quality and other

characteristics, of all water which shall be delivered to the Authority and, in accordance with sound engineering practice, will determine such volume and, when necessary, such quality and characteristics. Copies of each such determination made by the City as to the water delivered hereunder during any Fiscal Year shall be mailed to the Authority at its usual place of business. The City will make and keep permanent records of the volume and, when ascertained, the quality and other characteristics of water as delivered.

The City, at its expense, shall at least annually inspect and test its meter at the Point of Delivery. In the event the meter fails to register or registers incorrectly, the quantity of service delivered through it during that period shall be determined and mutually agreed upon, and an equitable adjustment will be made in the Authority's bills for that period. Meter registration deviation by less than 5% shall be deemed correct. It is expressly understood that this section concerns itself only with the single metering point at the point of delivery.

Section 304. Authority Meters. The Authority shall install, monitor, test annually for deviation where required, and record the periodic readings of the water meter at its point of delivery to Fort Drum and of the various water meters at the points of delivery to the respective water districts that are served from the Watertown to Fort Drum water line. Such records shall be kept and made available to the City as required for inspection and verification of flow so delivered. Each party shall submit its meter readings monthly to the other party.

ARTICLE IV

Term and Termination

Section 401. Term. The term of this agreement shall commence as of October 1, 2011, and terminate on September 30, 2031.

Section 402. Termination.

(a) Authority may terminate this agreement upon six months prior written notice to City only for the reason that the Department of Army has given notice of its intention to terminate its utility service agreement with the Authority.

(b) In the event of such termination, the City shall be entitled to a cancellation of the 3.0 mgd allocated capacity to the Authority for delivery of water to Fort Drum and to the amounts (currently, not past due) remaining due to bondholders of the City of Watertown on obligations issued to finance the capital construction required to provide this service, including accrued interest thereon. Authority's contractual portion of the remaining balance due to bondholders is equal to 20% of said balance due to bondholders, based on Authority's allocation for Fort Drum of 3/15 of the rated capacity of the City's water treatment facilities. City may seek enforcement of this provision only against the assets of the Authority constructed and maintained to provide water service to Fort Drum and partial or full termination damages received from the Department of the Army under its contract with the Authority.

(c) The Authority may terminate in whole or in part the portion of this Agreement related to Other Users, (.75 mgd), upon six months prior written notice to the City. In the event of such termination, the City shall be entitled to a cancellation of the entire .75 mgd or the agreed upon reduction in the allocated capacity to the Authority for delivery to Other Users and to the amounts (currently, not past due) remaining due to bondholders to provide this service, including accrued interest thereon. Authority's contractual portion of the remaining balance due to bondholders is equal to 5% of said balance due bondholders, based on Authority's allocation for Other Users of up to .75/15 of the rated capacity of the City's water treatment facilities. City may seek enforcement of this provision only against the assets of the Authority related to provision of water service.

ARTICLE V

City Charges and Payment Thereof

Section 501. Payment for Water Supplied to the Authority The Authority's obligation for payment for water supplied hereunder shall be computed, adjusted, and paid based upon the City's fiscal year (July 1 - June 30) at an amount equal to:

(a) The Authority's pro-rata share of the annual operation and maintenance costs incurred by the City to maintain its Treatment Plant and facilities and to treat and deliver Potable Water to include, but not limited to, the City's Water Fund accounts for administration (F8310), source of supply, power and pumping (F8320), water purification (F8330), workers compensation (F9040), unemployment (F9050), employee and retiree health insurance (F9060 and F9065), compensated absences (F9070), transfers to the capital fund (F9950), and reserve funding expressed as an amount per k gallon, plus 20%. General ledger numbers referenced in this agreement may change from time to time and are not to be considered the sole determining factor as to whether a cost applicable to the operations and maintenance of the water Treatment Plant and facilities is an allowable charge to the Authority.

(b) The Authority's pro-rata share of debt service based on the greater of 3.75 mgd (3.0 mgd-Fort Drum plus 0.75 mgd-Other Users) to the plant's total rated capacity of 15 mgd (25%) or the Authority's annual consumption to the total annual production through the Treatment Plant of the City's annual debt service defined as all principal and interest payments, charges and fees affecting the amortization of capital costs incurred and associated with the design, contract administration and construction of improvements and additions to the Potable Water Treatment Plant and related facilities, plus 20% on debt incurred after the effective date of this agreement.

The City shall estimate the k gallon charge for each fiscal year (July 1st – June 30th) and shall invoice the Authority monthly based upon metered water volume times the estimated operation and maintenance k gallon rate, and the debt expense based on the greater of 25% or the pro-rata share of metered volume. Payment by the Authority is due within twenty days of the invoice date. Any late payments shall be subject to late charges of 10% of the original billed amount.

Upon completion of the City's fiscal year, a reconciliation will be computed to determine the Authority's pro-rata share of the total annual actual costs based on the Authority's annual billed consumption to the total Potable Water production through the City's water Treatment Plant. Any surplus or deficit between the final pro-rata calculation based upon actual costs and the payments made by the Authority on monthly invoiced amounts during the fiscal year, shall be billed or credited to the Authority and be included in, and become part of the next subsequent monthly invoice as an adjustment.

Section 502. No Accruals of Causes of Action. The Authority acknowledges the continuing nature of the services provided by the City under this Agreement and that billings by the City do not affect the Authority's obligations to pay for services provided during the term of this Agreement. The City's billings shall not be construed as accruals of causes of action for purposes of asserting claims against the Authority for amounts owed.

ARTICLE VI

Expansion of Treatment Plant or Facilities

Section 601. The provisions of this Agreement are applicable only to the City's Potable Water Treatment Plant and relevant facilities as they exist on the effective date of this Agreement. The City is not obligated to undertake any expansion of the Treatment Plant and facilities unless and until the City and all benefitted users reach agreement regarding the method by which such expansion is to be funded.

ARTICLE VII

Insurance – Accounts – Liability

Section 701. Insurance. The City will self-insure or at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to water Treatment Plants and facilities of like character against loss or damage to the Treatment Plant and facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interests of the City and the Authority. The City and Authority will at all times indemnify and save harmless the other against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage or injury to third persons or property resulting directly or indirectly from the operation or failure of operation of the Treatment Plant and facilities caused by the negligence or willful act of the City or the Authority respectively, and their employees or agents.

Section 702. Accounts. The City and Authority will keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Treatment Plant and the Authority's facilities or any parts thereof, and which, together with all

other books and papers of the City and Authority, shall at all reasonable times be subject to public inspection as required by law. The City and Authority will cause its books and accounts to be audited annually, and within thirty (30) days after the completion of such audit, copies of the reports of such audits so made shall be furnished to the Authority and City respectively.

Section 703. Liability. The City shall use reasonable diligence to provide regular uninterrupted flow of Potable Water from its Treatment Plant and facilities to the point of delivery, but shall not be liable to the Authority for damages, breach of contract, or otherwise, for failure suspension, diminution, or other variations of service occasioned by any cause beyond the control of the City. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, riots, civil disturbance, quarantine, restrictions, inability to obtain equipment or supplies, strikes, or failure or breakdown of facilities. None of the above shall affect the Authority's obligation for prompt payment of the annual charge.

ARTICLE VIII

Miscellaneous

Section 801. Effect of Breach. Failure on the part of the City or the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law shall not relieve the Authority from making any payment to the City or fully performing any other obligation required of it under this Agreement, but the Authority may have and pursue any and all other remedies provided by law for compelling performance by the City of said obligation assumed by or imposed upon the City.

The parties acknowledge that the Authority may undertake various projects unrelated to providing water service to Fort Drum and Other Users. It is the intent of the parties that this contract, the rights and obligations hereunder and all accounts, reserves, and audits shall be separate from and independent of all unrelated projects and activities of the Authority. The City shall have no right to or claim upon the assets or income of the Authority other than those facilities providing water service to Fort Drum and Other Users and income receivable therefrom, subject to the rights of Authority bondholders and creditors, in satisfaction of any claim of the City arising hereunder.

Section 802. Certain Acts Not a Waiver. Delivery of Potable Water by the City to the Authority at a volume or rate of flow greater than that which is agreed to pursuant to this Agreement on one or more than one occasion or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any provisions of this Agreement, and shall not in any way obligate the City thereafter to make provision for delivery of Potable Water to the Authority at a volume or rate of flow greater than that set forth in Section 201 of this Agreement.

Section 803. Effect of Agreement. This Agreement shall be in full force and effect and be legally binding upon the City and the Authority and contains the entire agreement between the parties. It may be modified or amended only by the written agreement thereto signed by the parties.

Section 804. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Authority and all of which

shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 805. Reservation.

(a) The Authority water line shall exit the City in or near New York State Route 3 East.

(b) No Other Users will be connected to the Authority's water line without the written consent of the City in accordance with Section 302 of this Agreement, which consent shall not be unreasonably withheld or delayed.

(c) The Authority, at the City's request and based upon demonstrated need, shall request a modification of the Army peak capacity requirement and an appropriate rate adjustment to permit the City to sell to others, including the Authority, such capacity, which experience shows is not needed by the Army.

ARTICLE IX

Federal Government Clauses

Section 901. City Obligations. The City acknowledges the existence of and the Authority's obligations under, the Utility Service Contract (a copy of which is attached hereto by reference) for water service between the City of Watertown and Fort Drum and agrees to be bound to the Authority in the same manner and to the same extent as the Authority is bound under said Contract to the Department of the Army in every applicable respect, including but not limited to the performance of obligations contained in the following provisions of said Contract:

Section 2.1 (e) Payment.

Section 2.3 Changes in Rates.

Section 2.5	<u>Continuity of Service and Consumption.</u>
Section 2.7	<u>Definitions.</u>
Section 2.8	<u>Officials Not To Benefit.</u>
Section 2.9	<u>Gratuities.</u>
Section 2.10	<u>Covenant Against Contingent Fees.</u>
Section 2.13	<u>Examination By Comptroller General.</u>
Section 2.14	<u>Audit - Negotiation.</u>
Section 2.15	<u>Price Reduction for Defective Cost or Pricing Data.</u>
Section 2.16	<u>Subcontractor Cost or Pricing Data.</u>
Section 2.20	<u>Notice to Government of Labor Disputes.</u>
Section 2.21	<u>Convict Labor.</u>
Section 2.22	<u>Contract Work Hours & Safety Standards Act – Overtime Compensation – General.</u>
Section 2.23	<u>Equal Opportunity.</u>
Section 2.25	<u>Affirmative Action for Special Disabled and Vietnam Era Veterans.</u>
Section 2.26	<u>Clean Air and Water.</u>
Section 2.34	<u>Availability of Funds.</u>
Section 3.2	<u>Audit.</u>
Section 3.3	<u>Other Users.</u>
Section 3.7	<u>Required Insurance.</u>
Section 3.16	<u>Plans and Specifications.</u>

ARTICLE X

Supercedence

Section 1001. This Agreement supersedes in all respects the Water Supply Agreement between the parties dated January 26, 1990, and also supersedes the Water Supply Agreement - Other Users between the parties dated December 4, 1995, both of which are hereby terminated, except to continuing and transition obligations surviving termination.

All of the above is established by the following signatures for the respective parties:

**DEVELOPMENT AUTHORITY OF
THE NORTH COUNTRY**

By: *Alfred Calligaris*
Alfred Calligaris, Chairman

CITY OF WATERTOWN

By: *Mary M. Corriveau*
Mary M. Corriveau, City Manager

**AGREEMENT FOR THE PROVISION OF WATER SERVICES
BETWEEN THE TOWN OF WATERTOWN
AND
CITY OF WATERTOWN**

AGREEMENT (the "Agreement") made this day of , 2014, by and between the City of Watertown, Watertown, New York 13601, (the "City"), and the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6, Watertown, New York 13601, (the "Districts").

RECITALS

- A. The City owns a water supply system (the "System"), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of its own needs.
- C. The Districts have requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement.
- D. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient.
- E. The City currently has sufficient capacity to provide water at the Allocations identified at Exhibit "C", for the term of this Agreement.
- F. The City has installed for Districts 1, District 5 (shared with the Watertown Correctional Facility) and for Districts 3, 4, and 6 combined, and will maintain appropriately sized master meter(s), for the purpose of metering water drawn from the City System. The Town has and/or will install and maintain appropriately sized meters, which meet City specifications, in Water District 5 for the purpose of ascertaining the quantity of water consumed by users in District #5. The calculation of water usage for District 5 shall be determined by the readings from those meters. The City shall read the "master meter" to the Watertown Correctional Facility at the "point of delivery" monthly and subtract the combined consumption from the meters serving District #5. The balance of water passing through the "master meter" shall be billed to the Correctional Facility.

- G. The Districts have agreed to pay to the City, for water drawn from the City System, water rents calculated pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

SECTION 1. – DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Water Districts #1, 3, 4, 5 and 6, as currently located in the Town of Watertown and as the same may be extended during the term of this Agreement, being more particularly described on the location maps attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity who is drawing water from the City System. There shall be a distinction between users inside the City and outside. The Districts shall be considered as users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been from the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4(a) below.

(e) City – shall mean the City of Watertown, Jefferson County, New York.

(f) Districts – shall mean the Town of Watertown, Jefferson County, New York, as administrator of special improvement districts known as Water Districts #1, 3, 4, 5 and 6.

(g) Unit of Water – shall mean 100 cubic feet or 748 U.S. gallons.

(h) Point of Delivery – shall mean the connection between the City water distribution system and the Districts’ water distribution system, which point shall be at the meter pit which houses the master meter furnished by the City for determining the amount of water supplied to each District.

(i) Point of Connection – shall mean the point at which each District and the City system connect to each other and shall further mean the point at which maintenance and repair responsibilities are distinguished and separated. The point of connection for each District is described on Exhibit “B” hereto.

SECTION 2. – TERM OF AGREEMENT. The term of this Agreement shall be five (5) years commencing July 1, 2014, unless earlier terminated as per this section. This Agreement may be renewed by each District for additional five (5) year periods on the same terms and conditions of this Agreement, provided such District is not in default of any of the provisions of the Agreement and further provided that any allocations of water in addition to those guaranteed herein, shall be open to negotiation, along with the capital cost to provide said additional allocation, provided however, that the City shall be under no obligation to provide additional allocations or incur any capital expense. Either party may give written notice to the other at least twelve (12) months prior to its intent not to renew as to each District.

SECTION 3. – APPLICABLE LAW. This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118(a) of the General Municipal Law. The City shall not be liable for any act done by it pursuant to the provisions of such law.

SECTION 4. – WATER TO BE FURNISHED.

(a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for each District shall be as set forth on Exhibit “C” based on daily average flows over an annual basis, and the City agrees to deliver said gallons per day at the defined gallon per minute flow rate of the agreed upon gallons per day maximum allocation divided by 1,440 minutes per day. The Town is required to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each District.

(b) The City’s responsibility for the water quality at any point beyond the point of connection shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each District bears the responsibility for maintaining the water quality at any point beyond the point of connection. Each District shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the Districts’ allocations to the quantity and flow rate set forth in Section 4 (a) and Schedule C. In the event that the usage shall consistently exceed the allocation (four months out of any six month period) then either party may reopen the Agreement for further negotiations on thirty (30) days’ written notice to the other.

SECTION 5. – WATER SHORTAGE. In the event of any water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

SECTION 6. – MAINTENANCE. Each District shall provide and maintain all water mains and appurtenances within that District beginning at its “point of connection”, with the City’s water distribution system, as set forth in Section 13(b). Each District’s water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pit, back-flow devices, valves, and service lines, but shall not include the master meter which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to each District.

SECTION 7. – WATER RENT.

(a) The outside user rate for the Town of Watertown Districts for the term of this Agreement shall be the rate established by Sect. 301-17A(2) of the Code of the City of Watertown (rate for usage of the first 400 cubic feet) as the same may, from time to time, be amended. This rate shall be the uniform rate for all usage under this Agreement.

(b) The Districts’ water rents shall be billed monthly and paid to the City Comptroller’s office monthly within thirty days of the rendering of a bill by the City.

(c) Late payments or failure to make payments within thirty days of rendering of a bill will subject each District to a surcharge of ten percent of the current bill.

(d) Each District acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the District’s obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

(e) It is agreed that should flushing meter(s) be installed at mutually agreed upon critical points within the Town of Watertown Districts for the purpose of sustaining regulatory required water quality performances, and given the mutual understanding that such flushing is in the best interests of both the Town of Watertown and the City of Watertown, and further given the recognition that the quantity of water employed in such flushing is monitored, recorded and reported to the City of Watertown, the City of Watertown will deduct the quantity of flushing water from the metered sales to the respective Town of Watertown District prior to the computation of billings. The quantity of flushing water shall not be applied against the respective District allocation.

SECTION 8. – METER SYSTEM AND SERVICE PIPES.

(a) The City requires and the City has the right to specify the requirement of any pit or metering devices to calculate the amount of water used by each District.

(b) The City reserves the right to inspect, test, repair and replace the water meters as required unless same is necessitated by the negligence, recklessness or intentional acts of any District.

(c) The City requires each District to install approved backflow devices after all meters at each Point of Delivery.

(d) Each District shall be responsible for safeguarding the meter which shall be housed at the expense of each District in a meter pit or other structure approved by the City and suitable for housing of a meter. The meter shall be accessible to the City and its authorized employees at all times. Expenses incurred as a result of failure to protect the meter will be the responsibility of each District.

(e) Meters shall not be interfered with or removed by any person except an authorized employee of the City or its contractor. Seals placed on the meters, valves, or other fittings shall not be tampered with or broken. If a seal is broken, the meter will be removed, tested, and replaced, if necessary, at the expense of each District.

(f) The Superintendent of the Water Department of the City, an inspector, or any other designated employee may, at any reasonable time, enter the premises of any District for the purpose of examining pipes, hydrants, and any other fixtures for the purpose of determining or ascertaining the quantity and quality of water used and the manner of its use.

SECTION 9. – ALLOWED USERS. Only Sites, as set forth in Exhibit “A” or as may be extended, and permitted users as herein defined under the authority of this Agreement shall be connected to the City’s system under the authority of the Agreement.

SECTION 10. – ADDITIONAL USERS.

(a) Each District shall notify the City of any additional users being added within that District. Before any additional users are added to that District’s facilities, a permit must first be obtained from the City.

(b) A permit fee of \$25.00 for such permit for each service shall be payable to the City regardless of service line size.

(c) Connection fees shall also be charged based on the size of the service line serving each building or structure. The connection fees and total fees shall be established as detailed below:

PERMIT AND CONNECTION FEE SCHEDULE

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
¾”	100.00	25.00	125.00
1”	150.00	25.00	175.00
1-1/2”	225.00	25.00	250.00
2”	300.00	25.00	325.00
3”	450.00	25.00	475.00
4”	600.00	25.00	625.00

6"	900.00	25.00	925.00
8"	1,200.00	25.00	1,225.00
10"	1,500.00	25.00	1,525.00

(d) The City's permitting authority is purely ministerial to assure the ability to provide services consistent with the approved allocation set forth in Section 4(a) and federal and state regulations.

(e) Any unauthorized connection, may, at the election of the City, result in the imposition of a penalty as set forth in Section 14.

(f) The Districts shall provide the City annually, on July 1 of each year, a current list of users in each District.

SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) It will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrators for the Districts, unless the City also offers such a lower rate to each District. This covenant shall and will not apply to large outside users that connect directly to the City Water Plant, bypassing the City's water distribution system.

(e) The City shall make a good faith effort to require all outside users to go through the same permitting process as the Districts for new connections.

(f) The City has sufficient facilities and sources to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

SECTION 12. – THE DISTRICTS' REPRESENTATIONS AND WARRANTIES.

Each District represents and warrants that:

- (a) It has been properly formed and approved.
- (b) It has full power and authority to execute and deliver this Agreement on behalf of the District and to perform its obligations hereunder;
- (c) This Agreement constitutes a legal, valid and binding obligation of the District and is enforceable in accordance with its terms;
- (d) Each District shall immediately notify the City of any emergency or condition which may affect the quality of water in either party's system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;
- (e) Each District shall comply with any state or federal regulations regarding water quality and testing beyond the point of connection;
- (f) Each District shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure or any back flow device, or other justifiable cause.

SECTION 13. – REPAIRS.

- (a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the point of delivery, except as set forth in Section 13(b) and (c) below.
- (b) Each District shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving that District from the "point of connection" with the City of Watertown's water distribution system as defined in Paragraph (h) of Section 1.
- (c) All other provisions of this Section 13 notwithstanding, if any District engages or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of that District Facilities or the City's System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the District.

SECTION 14. – PENALTIES. The breach by any District of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty of \$100.00 per day.

SECTION 15. – ASSIGNMENT. No District may assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

SECTION 16. – TERMS TO BE EXCLUSIVE. This Agreement contains the sole and entire understanding between the parties.

SECTION 17. – WAIVER AND MODIFICATION. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

SECTION 18. – NEW YORK STATE LAW APPLIES. This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

SECTION 19. – SEVERABILITY. All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

SECTION 20. – NOTICES. Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder or actually delivered.

<u>Party</u>	<u>Address</u>
City of Watertown	City Manager Municipal Building 245 Washington Street Watertown, New York 13601
Districts 1,3,4,5 & 6	Supervisor, Town of Watertown 22867 County Route 67 Watertown, New York 13601

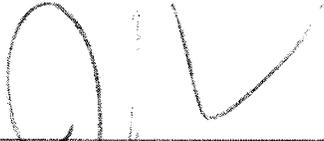
SECTION 21. – HEADINGS AND CONSTRUCTION. The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

SECTION 22. – NUMBER AND GENDER. Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

SECTION 23. -- EXHIBITS. Exhibits "A", "B", and "C" are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

CITY OF WATERTOWN

By: 

Jeffrey E. Graham, Mayor

TOWN OF WATERTOWN

By: 

Joel R. Bartlett, Supervisor

EXHIBIT "A"

Location Maps of the Town of Watertown Water districts #1,3,4,5 and 6, on file in the offices of the Town and also in the office of the Superintendent of Water shall be considered to be part of this Agreement as if they were attached, hereto.

EXHIBIT "B"

District #1

Arsenal Street Line

The point of connection between the District's water line on Arsenal Street and the City of Watertown's water distribution system shall be the first joint in the 8" water line easterly from the District's meter pit on Arsenal Street.

Coffeen Street Line

The point of connection between the District's water line on Coffeen Street and the City of Watertown's water distribution system shall be the first joint in the 10" water line easterly from the District's meter pit on Coffeen Street.

Districts #3, #4 and #6

Washington Street Line

The point of connection between the Districts' water line on Washington Street and the City of Watertown's water distribution system shall be the point at which the District's 4" water line connects to the 12"x 4" tee located on the City's 12" water main; said point is located approximately 12 feet westerly from the District's meter pit.

District #5

Cook Road Subdivision

The point of connection (as defined in this Agreement) between the District's water line and the City of Watertown's water distribution system shall be the point at which the 4" service connection to the Watertown Correctional Facility "master meter" pit connects to the 12" x 4" tee on the 12" water main in Washington Street near the city limit.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the point of connection.

EXHIBIT "C"

ALLOCATIONS

District # 1	300,000 gallons per day
District #3 and District # 4 - Combined	125,000 gallons per day
District #5	14,000 gallons per day
District #6	30,000 gallons per day

**AGREEMENT FOR THE PROVISION OF THE SALE OF WATER SERVICE
BETWEEN THE CITY OF WATERTOWN
AND
THE TOWN OF HOUNSFIELD**

AGREEMENT (the "Agreement") made this day of , 2011, by and between the City of Watertown, 245 Washington Street, Watertown, New York 13601, (the "City"), and the Town of Hounsfield, as Administrator for each of the Town of Hounsfield Water Districts # 2, 5, and 6, 18774 County Route 66, Watertown, New York 13601 (the "Districts").

RECITALS

- A. The City owns a water supply system (the "system"), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of the City's own needs.
- C. The Districts have requested the right to draw water from the City's system for use by the Districts as they currently exist and/or as they may be created, extended, or expanded during the term of the Agreement.
- D. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118 (a), enter into an Agreement with the Districts for the right to make connections for the purpose of drawing and purchasing water from the City's system, and the City may set the prices (rates) by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water insufficient for the City and its inhabitants.
- E. The City currently has sufficient capacity to provide water at the allocations identified in Exhibit "C", for the term of this Agreement.
- F. The City has installed and will maintain appropriately sized master meters at or near the city limit on Arsenal Street and on Coffeen Street for the purpose of ascertaining the quantity of water being drawn into Town of Watertown Water District # 1 from the City's system.

The Districts have, or will, install and maintain appropriately sized meters, which meet City specifications, at or near the boundary between the Town of Watertown and the Town of Hounsfield on NYS Route 3 (Arsenal Street Road) for the purpose of ascertaining the quantity of water being drawn into the Districts from the Town of Watertown's water distribution lines.

- G. The purpose of this Agreement is to establish the relative responsibilities of the parties.

NOW, THEREFORE, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

SECTION 1. – DEFINITIONS For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Town of Hounsfield Water Districts # 2, 5, and 6, as currently located in the Town of Hounsfield and/or as the same may be extended during the term of this Agreement, being more particularly described on the location map(s) attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity drawing water from the City system. There shall be a distinction between users inside the City and users outside of the City. The Districts shall be considered as users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4 (a) below.

(e) “City” shall mean the City of Watertown, Jefferson County, New York.

(f) “Districts” shall mean the Town of Hounsfield, Jefferson County, New York, as Administrator for special improvement districts known as Town of Hounsfield Water Districts # 2, 5, and 6.

(g) “Unit of Water” shall mean 100 cubic feet or 748 U.S. gallons.

(h) “Point of Connection” shall mean a point where the City’s system and Town of Watertown Water District # 1’s water distribution system connect to each other. One point of connection is on Arsenal Street at or near the city limit and one point of connection is on Coffeen Street at or near the city limit. These points of connection shall be the points at which the City’s system enters the meter vaults that house the master meters furnished by the City for determining the amount of water supplied to Town of Watertown Water District #1 system.

“Point of Connection” shall also mean the point at which the Town of Watertown Water District #1 connects to water line serving the Districts. This point of connection shall be at the meter vault located at or near the Town of Watertown and Town of Hounsfield boundary on NYS Route 3, (Arsenal Street Road).

The aforementioned points of connection shall also be considered as the points at which maintenance and repair responsibilities are distinguished and separated as further detailed in Exhibit “B”.

SECTION 2. – TERM AND TERMINATION The term of this Agreement shall commence as of November 1, 2011, and shall terminate on October 31, 2041. Nothing in this Agreement or in the term stated herein shall be construed to be affected by, nor shall it have any affect on, any separate agreement between the Districts and the Town of Watertown for the wheeling of water to be supplied hereunder. Notwithstanding the forgoing, in the event the Districts wish to add or delete a district; desire to increase the size of the Districts’ meter; wish to change the description of district boundaries;

or increase the allocation to any district in an amount exceeding the Allocation set forth in Exhibit "C" by 20% or more, then the City shall have the right to reopen this Agreement for further negotiations designed to accommodate the request(s) and compensate the City therefore.

This agreement may otherwise only be renewed by the Districts after renegotiation of its terms upon notice given by the Districts to the City at least one year prior to its termination by expiration by its terms.

SECTION 3. – APPLICABLE LAW This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118 (a) of the General Municipal Law. The City shall not be liable for any act performed by it pursuant to the provisions of such law.

SECTION 4. – WATER TO BE FURNISHED

(a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for the Districts shall be as set forth in Exhibit "C" based on daily average flows over an annual basis and maximum day flows as calculated by the Districts' engineer, in gallons per day. The Districts agree to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each district.

(b) The City's responsibility for the water quality at any point beyond the point of delivery shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each district bears the responsibility for maintaining the water quality at any point beyond the points of connection. Each district shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the Districts' allocations to the quantity set forth in Section 4 (a) and Exhibit "C". In the event that the usage shall consistently exceed the allocation (four months out of any six month period), then either party may reopen the Agreement for further negotiations upon thirty (30) days written notice to the other.

SECTION 5. – WATER EMERGENCY OR SHORTAGE In the event of a water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

SECTION 6. – MAINTENANCE The Districts shall provide and maintain all water mains and appurtenances within the Districts, as set forth in Section 13 (b). The Districts' water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pits, back-flow devices,

valves, and service lines, but shall not include the master meters which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to Town of Watertown Water District # 1.

SECTION 7. – WATER RENT

(a) The quantity of water passing through the Town of Hounsfield water meter each billing period shall be billed to the Town of Hounsfield Water Districts. That same quantity of water shall also be subtracted from the total quantity of water passing through the two master meters that register the quantity of water being drawn into the Town of Watertown. The balance of the water passing through the two master meters shall be billed to the Town of Watertown Water District #1.

(b) The Town of Hounsfield, as Administrator for Water Districts # 2, 5, and 6, agrees to pay the City of Watertown, directly, for all water drawn from the system.

(c) Water rent invoices for Water Districts # 2, 5, and 6 will be billed to the **Town of Hounsfield** and mailed to the following address:

Attn: Water Superintendent
Town of Hounsfield
18774 County Route 66
Watertown, New York 13601

(d) Water rents for consumption drawn by the Districts will be billed in total, based on the calculation as previously outlined in section F of the RECITALS. It shall be the responsibility of the Town of Hounsfield's Water Department to ascertain the water usage and distribution of charges among the three individual districts.

(e) The City of Watertown has established the outside user rate for the Town of Watertown to be effective July 1, 2011, as a "uniform rate" of \$37.00 per 1000 cubic feet. The Town of Hounsfield shall be charged according to the same outside user rate as the Town of Watertown. It is the parties' declared purpose in agreeing to this rate to ensure that no outside user governed by this Agreement shall pay the City a rate which is less than the rate charged by the City to a typical single-family home inside user. It is further understood that effective upon the execution of this Agreement, and thereafter, any increase or decrease of rates imposed upon the first step of the rate schedule for inside users during the term of this Agreement will also be reflected in the outside user rate for the Districts. Should the City Council, in its discretion, revamp the water rates for inside users, such that they are no longer calculated using a declining rate schedule, the City and/or the Districts has the right to reopen the Agreement for the express purpose of renegotiating water rates.

(f) Section 301-17. of the Code of the City of Watertown, establishes "minimum charges" for water billing based on the size of the water meter used to determine a customer's water consumption. It is understood that the water meter(s) from which monthly metered consumption will be registered for the Districts is currently a four (4) inch meter. The minimum monthly consumption billed to the City's customers for a four (4) inch meter is 8,800 cubic feet (88 Units or 65,824 gallons).

A minimum bill based on the rate outlined in this section under paragraph (e) will be invoiced by the City and paid by the Districts if the quantity of water registered during any monthly billing cycle is 8,800 cubic feet or less.

(g) The Districts' water rents shall be billed monthly and paid to the City Comptroller's office within twenty (20) days of the rendering of a bill by the City.

(h) The charges for the total consumption for all three (3) districts shall be issued as a single bill based on the calculation as outlined at (a), above. Determination of charges for consumption in the individual districts shall be the responsibility of the Town of Hounsfield.

(i) Late payments or failure to make payments within twenty (20) days of the rendering of a bill will subject the Districts to a penalty of ten percent (10%) of the current bill.

(j) The Town of Hounsfield acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the Districts' obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

SECTION 8. – METER SYSTEM AND SERVICE PIPES

(a) The City requires, and the City has the right to specify the requirement for metering devices to determine the quantities of water taken or drawn by the Districts.

(b) The City reserves the right to require the Districts to inspect, test, repair and replace the Districts' water meters if required, when necessitated by age, negligence, recklessness or intentional acts.

(c) The Districts shall install and maintain approved backflow devices after the meter.

(d) The Districts shall be responsible for safeguarding the meters, which shall be housed at the expense of the Districts in a meter pit suitable for housing of a water meter. The meters shall be accessible to the City and its authorized employees upon request.

(e) Designated employees of the City's Water or Engineering departments may at any reasonable time, enter the premises of the Districts to examine pipes, hydrants, and any other fixtures, for the purpose of ascertaining the quantity and quality of water used and the manner of its use. Permission from the Districts should be requested prior to any inspections.

SECTION 9. – ALLOWED USERS Only sites within the established Districts, or approved Districts yet to be created, as set forth in Exhibit "A", or as they may be extended, and permitted users, as herein defined, shall be connected to the City's system under the authority of this Agreement.

SECTION 10. – ADDITIONAL USERS (NEW USERS)

(a) The Districts shall notify the City of any additional or new users being added within that district. Before any additional or new users are added to the Districts' facilities, a permit must be obtained from the City's Water department. This permit requirement is in addition to any permit required by the Town or the Districts for such connection.

(b) A permit fee of \$25.00 shall be charged for each service connection, regardless of the size of the service line.

(c) A connection fee shall also be charged based on the size of each water service line connecting each building or structure to the Districts water mains. Payment of the total fee (permit and connection) shall be payable to the City Comptroller of the City of Watertown. The connection fees and total fees shall be established as detailed below:

PERMIT AND CONNECTION FEE SCHEDULE

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
¾"	100.00	25.00	125.00
1"	150.00	25.00	175.00
1-1/2"	225.00	25.00	250.00
2"	300.00	25.00	325.00
3"	450.00	25.00	475.00
4"	600.00	25.00	625.00
6"	900.00	25.00	925.00
8"	1,200.00	25.00	1,225.00
10"	1,500.00	25.00	1,525.00

(d) The City's permitting authority is purely ministerial to assure its continuing ability to provide services consistent with the approved allocation set forth in Section 4 (a) and consistent with all pertinent federal and state regulations.

(e) Any unauthorized connection may, at the election of the City, result in the imposition of the contractual penalty set forth in Section 14.

(f) The Districts shall provide the City with a current list of users in each water district at the time of activation of service under this agreement. The lists must be updated annually by July 1st of each year thereafter, unless there have been no users added.

SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) The City will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System; and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, which is directly connected to the City's Water Plant, bypassing the City's distribution system, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrator for the Districts, unless the City also offers such a lower rate to the Districts. This covenant shall not, and will not apply to any future large outside users that may connect directly to the City's Water Plant, bypassing the City's water distribution system.

(e) The City shall make a good faith effort to require all similar outside users to go through the same permitting process as the Districts for new connections.

(f) The City has sufficient facilities and source to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

SECTION 12. – TOWN REPRESENTATIONS AND WARRANTIES

The Town represents and warrants that:

(a) The individual water districts have been, or will be properly formed and approved prior to receiving water from the City;

(b) It has full power and authority to execute and deliver this Agreement on behalf of the individual water districts and to perform its obligations hereunder;

(c) This Agreement constitutes a legal, valid and binding obligation of the Districts and is enforceable in accordance with its terms;

(d) The Town Districts shall immediately notify the City of any emergency or condition which may affect the quality of water in either party's system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;

(e) The Town Districts shall comply with any state or federal regulations regarding water quality and testing beyond the points of delivery and connection;

(f) The Town Districts shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure of any back flow device, or other justifiable cause.

SECTION 13. – REPAIRS

(a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the points of connection, except as set forth in Section 13 (b) and (c) below.

(b) The Districts shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving the Districts from the point of connection with the Town of Watertown Water District # 1's water distribution system as defined in paragraph (h) of Section 1.

(c) All other provisions of Section 13 notwithstanding, if any district engages in or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of the Districts' facilities or to the City's System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the Districts.

SECTION 14. – PENALTIES The breach by the Districts of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty payable to the City of \$100.00 per day or in the non-renewal of this Agreement, or both.

SECTION 15. – ASSIGNMENT The Districts may not assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

SECTION 16. – TERMS TO BE EXCLUSIVE This Agreement comprises the sole and entire understanding between the parties concerning the subject matter of water purchase.

SECTION 17. – DELIVERY OF WATER Notwithstanding any other provisions of this Agreement, this Agreement is expressly conditioned upon The Town of Hounsfield, as Administrator for the Districts, contracting with the Town of Watertown for the "wheeling" of water through Town of Watertown Water District #1.

SECTION 18. – WAIVER AND MODIFICATION No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

SECTION 19. – NEW YORK STATE LAW APPLIES This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

SECTION 20. – SEVERABILITY All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

SECTION 21. – NOTICES Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder, or actually delivered.

<u>Party</u>	<u>Address</u>
City of Watertown	City Manager 245 Washington Street, Suite 302 Watertown, New York 13601
Town of Hounsfield Water Districts 2, 5, & 6	Supervisor, Town of Hounsfield 18774 County Route 66 Watertown, New York 13601

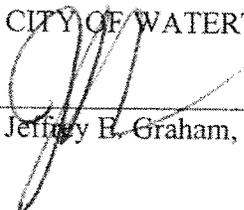
SECTION 22. – HEADINGS AND CONSTRUCTION The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

SECTION 23. – NUMBER AND GENDER Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

SECTION 24. – EXHIBITS Exhibits “A”, “B”, and “C” are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

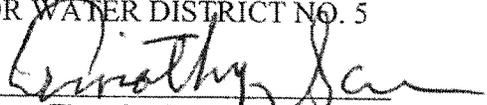
CITY OF WATERTOWN

By: 
Jeffrey E. Graham, Mayor

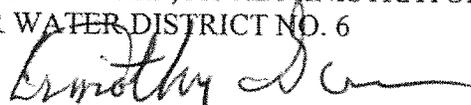
TOWN OF HOUNSFIELD, AS ADMINISTRATOR
FOR WATER DISTRICT NO. 2

By: 
Timothy Scee, Supervisor

TOWN OF HOUNSFIELD, AS ADMINISTRATOR
FOR WATER DISTRICT NO. 5

By: 
Timothy Scee, Supervisor

TOWN OF HOUNSFIELD, AS ADMINISTRATOR
FOR WATER DISTRICT NO. 6

By: 
Timothy Scee, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK

§§:

COUNTY OF JEFFERSON

On this 19th day of October, 2011 before me personally came Jeffrey E. Graham, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Mayor of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said City Council.



Notary Public

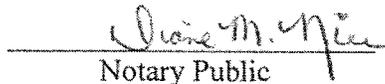
ELAINE GISO
Notary Public, State of New York
No. 010314911667
Qualified in Jefferson County
Commission Expires 1/31/14

STATE OF NEW YORK

§§:

COUNTY OF JEFFERSON

On this 29 day of November, 2011, before me personally came Timothy Scee, who being by me duly sworn, did depose and say that he resides in Sacketts Harbor, New York; that he is Supervisor of the Town of Hounsfield, the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town Board of the Town of Hounsfield.



Notary Public

Diane M. Niar
Notary Public State of New York
Qualified in Jefferson County
01N16049279
Commission Expires 10/10/2014

EXHIBIT "A"

Location Maps of the Town of Hounsfield Water Districts # 2, 5, and 6, on file in the offices of the Town and also in the office of the City of Watertown Water Department shall be considered to be part of this Agreement as if they were attached, hereto.

EXHIBIT "B"

POINTS OF CONNECTION

Town of Watertown Water District #1

Coffeen Street

The point of connection between the Town of Watertown Water District # 1's water line on Coffeen Street and the City of Watertown's water distribution system shall be the first joint in the 10" water line easterly from the District's meter pit on Coffeen Street.

Arsenal Street

The point of connection between the Town of Watertown Water District # 1's water line on Arsenal Street and the City of Watertown's water distribution system shall be the first joint in the 8" water line easterly from the Town of Watertown Water District's meter pit on Arsenal Street.

Town of Hounsfield Water Districts #2, 5, and 6

NYS Route 3 - Arsenal Street Road

The point of connection between the Town of Watertown Water District # 1's water line on NYS Route 3 (Arsenal Street Road) and the Town of Hounsfield's water distribution system shall be the meter pit in the 8" water line near the boundary of the Town of Watertown and the Town of Hounsfield.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the new point of connection.

EXHIBIT "C"

ALLOCATION

District # 2	25,000 gallons per day (average)	50,000 gallons per day (maximum)
District # 5	40,000 gallons per day (average)	80,000 gallons per day (maximum)
District # 6	35,000 gallons per day (average)	70,000 gallons per day (maximum)

The Combined Average Day Allocation under this Agreement
for the Town of Hounsfield Water Districts #2, # 5, and # 6 is: **100,000 gallons per day**

The Combined Total Maximum Day Allocation under this Agreement
for the Town of Hounsfield Water Districts #2, # 5, and # 6 is: **200,000 gallons per day**

**AGREEMENT FOR THE PROVISION OF WATER SERVICES
BETWEEN THE TOWN OF PAMELIA
AND
CITY OF WATERTOWN**

AGREEMENT (the "Agreement") made this ^{1st} day of *Dec*, 2015, by and between the City of Watertown, Watertown, New York 13601, (the "City"), and the Town of Pamela as Administrator for the Town of Pamela Water District No. 11, 25859 N.Y.S Route 37, Watertown, New York 13601, (the "District").

RECITALS

- A. The City owns a water supply system (the "System"), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of its own needs.
- C. The District has requested the right to draw water from the City System for use in the District as it currently exists and as it may be extended and expanded during the term of the Agreement.
- D. The City and the Town have agreed and this document is therefore predicated upon the water to be supplied the District shall be delivered by means of a closed loop system with the first point of delivery being located at the District/City common boundary on Outer Bradley Street (NYS Route 12) and the second point of delivery generating from West Main Street (NYS Route 12E); with the initial development of the first parcel of the District permitted with only the first point of delivery established and all subsequent phases of development of the District being preceded by the establishment of the second point of delivery.
- E. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), enter into an agreement with the District to sell the right to make connections to the City System for the purpose of drawing water therefrom and the City may fix the prices by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient.
- F. The City currently has sufficient capacity to provide water at the Allocation identified at Exhibit "C" for the term of this Agreement.
- G. The City has installed, and will maintain, an appropriately sized master meter(s), for the purpose of metering water drawn by the District from the City System.

The calculation of water usage within the District shall be determined by the readings from the master meter(s).

- H. The District has agreed to pay to the City, for water drawn from the City System, water rents calculated pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

SECTION 1. – DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Water District No. 11, as currently located in the Town of Pamela and as the same may be extended during the term of this Agreement, being more particularly described on the location map attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity who is drawing water from the City System. There shall be a distinction between users inside the City and outside the City. The District shall be considered as having users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been from the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to the District by the City as specified in Section 4(a) below.

(e) City – shall mean the City of Watertown, Jefferson County, New York.

(f) District – shall mean the Town of Pamela, Jefferson County, New York, as administrator of a special improvement district known as Water District No. 11.

(g) Unit of Water – shall mean 100 cubic feet or 748 U.S. gallons.

(h) Point of Delivery – shall mean the connection between the City water distribution system and the District’s water distribution system, which point shall be at the meter pit(s) which houses the master meter(s) furnished by the City for determining the amount of water supplied to the District. More specifically, initially the point of delivery shall be the downstream flange (that is the northern most flange) of the downstream isolation valve (the northern most valve) that isolates the Outer Bradley Street (NYS Route 12) metering pit from the District’s water distribution system. A second point of delivery shall be determined with the establishment of the second point of connection and shall be further defined by an amendment to this agreement.

(i) Point of Connection – shall mean the point at which the District and the City system connect to each other, shall be the same as the “Point of Delivery,” and shall further

mean the point at which maintenance and repair responsibilities are distinguished and separated. The point of connection for the District is described on Exhibit "B" hereto.

SECTION 2. – TERM OF AGREEMENT. The term of this Agreement shall be five (5) years commencing on Dec. 1, 2015, unless earlier terminated pursuant to this section. This Agreement may be renewed by the District for three (3) additional five (5) year periods on the same terms and conditions of this Agreement, provided the District is not in default of any of the provisions of the Agreement and further provided that any allocations of water in addition to those guaranteed herein, shall be open to negotiation, along with the capital cost to provide said additional allocation, provided however, that the City shall be under no obligation to provide additional allocations or to incur any capital expense. Either party may give written notice to the other at least twelve (12) months prior to its intent not to renew this Agreement.

SECTION 3. – APPLICABLE LAW. This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118(a) of the General Municipal Law. The City shall not be liable for any act done by it pursuant to the provisions of such law.

SECTION 4. – WATER TO BE FURNISHED.

(a) The City agrees to furnish and the District agrees to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for the District shall be as set forth on Exhibit "C" based on daily average flows over an annual basis, and the City agrees to deliver said gallons per day at the defined gallon per minute flow rate of the agreed upon gallons per day maximum allocation divided by 1,440 minutes per day. The Town is required to provide the City with copies of an approved Water Supply Permit from the NYSDEC for the allocation requested for the District.

(b) The City's responsibility for the water quality at any point beyond the point of connection shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. The District bears the responsibility for maintaining the water quality at any point beyond the point of connection. The District shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the District's allocation to the quantity and flow rate set forth in Section 4 (a) and Schedule C. In the event that the usage shall consistently exceed the allocation (four months out of any six month period) then either party may reopen the Agreement for further negotiations on thirty (30) days' written notice to the other.

SECTION 5. – WATER SHORTAGE. In the event of any water emergency or shortage, the City agrees to notify the District promptly of such shortage or emergency in order that the District may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the District, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The District agrees that the City

shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

SECTION 6. – MAINTENANCE. The District shall provide and maintain all water mains and appurtenances within the District beginning at its “point of connection” with the City’s water distribution system, as set forth in Section 13(b). The District’s water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pit, back-flow devices, valves, and service lines, but shall not include the master meter which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to the District.

SECTION 7. – WATER RENT.

(a) The outside user rate for the District for the term of this Agreement shall be the rate established by Sect. 301-17A(2) of the Code of the City of Watertown (rate for usage of the first 400 cubic feet) as the same may, from time to time, be amended. This rate shall be the uniform rate for all usage under this Agreement.

(b) The District’s water rents shall be billed monthly and paid to the City Comptroller’s office monthly within thirty days of the rendering of a bill by the City.

(c) Late payments or failure to make payments within thirty days of rendering of a bill will subject the District to a surcharge of ten percent of the current bill.

(d) The District acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the District’s obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

(e) It is agreed that should flushing meter(s) be installed at mutually agreed upon critical points within the District for the purpose of sustaining regulatory required water quality performances, and given the mutual understanding that such flushing is in the best interests of both the Town of Pamela and the City of Watertown, and further given the recognition that the quantity of water employed in such flushing is monitored, recorded and reported to the City of Watertown, the City of Watertown will deduct the quantity of flushing water from the metered sales to the District prior to the computation of billings. The quantity of flushing water shall not be applied against the District allocation.

SECTION 8. – METER SYSTEM AND SERVICE PIPES.

(a) The City requires and the City has the right to specify the requirement of any pit or metering devices to calculate the amount of water used by the District.

(b) The City reserves the right to inspect, test, repair and replace the water meters as required unless same is necessitated by the negligence, recklessness or intentional acts of the District.

(c) The District shall install approved backflow devices after all meters at each Point of Delivery.

(d) The District shall be responsible for safeguarding the meter which shall be housed at the expense of the District in a meter pit or other structure approved by the City and suitable for housing of a meter. The meter shall be accessible to the City and its authorized employees at all times. Expenses incurred as a result of failure to protect the meter will be the responsibility of the District.

(e) Meters shall not be interfered with or removed by any person except an authorized employee of the City or its contractor. Seals placed on the meters, valves, or other fittings shall not be tampered with or broken. If a seal is broken, the meter will be removed, tested, and replaced, if necessary, at the expense of the District.

(f) The Superintendent of Water of the City, an inspector, or any other designated employee may, at any reasonable time, enter the premises of the District for the purpose of examining pipes, hydrants, and any other fixtures for the purpose of determining or ascertaining the quantity and quality of water used and the manner of its use.

SECTION 9. – ALLOWED USERS. Only Sites as set forth in Exhibit “A” or as may be extended, and permitted users as herein defined under the authority of this Agreement shall be connected to the City’s system under the authority of the Agreement.

SECTION 10. – ADDITIONAL USERS.

(a) The District shall notify the City of any additional users being added within the District. Before any additional users are added to the District’s facilities, a permit must first be obtained from the City.

(b) A permit fee of \$25.00 for such permit for each service shall be payable to the City regardless of service line size.

(c) Connection fees shall also be charged based on the size of the service line serving each building or structure. The connection fees and total fees are established as detailed below:

PERMIT AND CONNECTION FEE SCHEDULE

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
3/4”	100.00	25.00	125.00
1”	150.00	25.00	175.00
1-1/2”	225.00	25.00	250.00
2”	300.00	25.00	325.00
3”	450.00	25.00	475.00
4”	600.00	25.00	625.00

6"	900.00	25.00	925.00
8"	1,200.00	25.00	1,225.00
10"	1,500.00	25.00	1,525.00

(d) The City's permitting authority is purely ministerial to assure the ability to provide services consistent with the approved allocation set forth in Section 4(a) and federal and state regulations.

(e) Any unauthorized connection, may, at the election of the City, result in the imposition of a penalty as set forth in Section 14.

(f) The District shall provide the City annually, on July 1 of each year, a current list of users in the District.

SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) It will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, at a rate that is less than that charged to the District without the express written approval of the Town as Administrator for the District, unless the City also offers such a lower rate to the District. This covenant shall and will not apply to large outside users that connect directly to the City Water Plant, bypassing the City's water distribution system.

(e) The City shall make a good faith effort to require all outside users to go through the same permitting process as the District for new connections.

(f) The City has sufficient facilities and sources to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

SECTION 12. – THE DISTRICT’S REPRESENTATIONS AND WARRANTIES.

The District represents and warrants that:

- (a) It has been properly formed and approved.
- (b) It has full power and authority to execute and deliver this Agreement on behalf of the District and to perform its obligations hereunder;
- (c) This Agreement constitutes a legal, valid and binding obligation of the District and is enforceable in accordance with its terms;
- (d) The District shall immediately notify the City of any emergency or condition which may affect the quality of water in either party’s system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;
- (e) The District shall comply with any state or federal regulations regarding water quality and testing beyond the point of connection;
- (f) The District shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure or any back flow device, or other justifiable cause.

SECTION 13. – REPAIRS.

- (a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the point of delivery, except as set forth in Section 13(b) and (c) below.
- (b) The District shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving the District from the “point of connection” with the City of Watertown’s water distribution system as defined in Paragraph (h) of Section 1.
- (c) All other provisions of this Section 13 notwithstanding, if the District engages or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of District Facilities or the City’s System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the District.

SECTION 14. – PENALTIES. The breach by the District of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty of \$100.00 per day.

SECTION 15. – ASSIGNMENT. The District may not assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

SECTION 16. – TERMS TO BE EXCLUSIVE. This Agreement contains the sole and entire understanding between the parties.

SECTION 17. – WAIVER AND MODIFICATION. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

SECTION 18. – NEW YORK STATE LAW APPLIES. This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

SECTION 19. – SEVERABILITY. All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

SECTION 20. – NOTICES. Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder or actually delivered.

<u>Party</u>	<u>Address</u>
City of Watertown	City Manager Municipal Building 245 Washington Street Watertown, New York 13601
Town of Pamela Water District No. 11	Supervisor, Town of Pamela 25859 N.Y.S. Route 37 Watertown, New York 13601

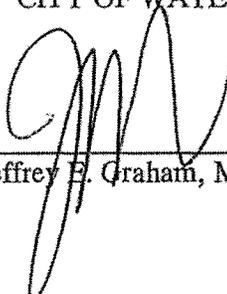
SECTION 21. – HEADINGS AND CONSTRUCTION. The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

SECTION 22. – NUMBER AND GENDER. Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

SECTION 23. – EXHIBITS. Exhibits “A”, “B”, and “C” are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

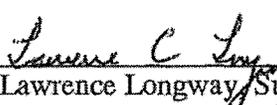
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

CITY OF WATERTOWN

By: 

Jeffrey E. Graham, Mayor

TOWN OF PAMELIA

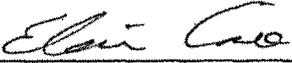
By: 

Lawrence Longway Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this 18th day of December, 2015 before me personally came Jeffrey E. Graham, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Mayor of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said City Council.



Notary Public

ELAINE GISO
Notary Public, State of New York
Qualified in Jefferson County
No. 01G14619507
Commission Expires 1/31/18

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this 14 day of September, 2015, before me personally came Lawrence Longway, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Supervisor of the Town of Pamela, the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town Board of the Town of Pamela.



Notary Public

DAVID A. RENZI
Notary Public, State of New York
Registration No. 02RE6074110
Qualified in Jefferson County
Commission Expires 5/6/20 11

EXHIBIT "A"

Location Maps of the Town of Pamela Water District No. 11, on file in the offices of the Town and also in the office of the Superintendent of Water shall be considered to be part of this Agreement as if they were attached, hereto.

EXHIBIT "B"

District No. 11

Bradley Street Line

EXHIBIT "C"
ALLOCATION

District No. 11

SEWAGE TREATMENT AGREEMENT

This sets forth the Sewage Treatment Agreement made as of April 1, 2009, by and between THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at Watertown State Office Building, 317 Washington Street, Watertown, New York (herein called "Authority") and THE CITY OF WATERTOWN, a New York municipal corporation with offices at Municipal Building, 245 Washington Street, Watertown, New York (herein called "City").

RECITALS

1. Authority has constructed, operates and maintains a sewer line and appurtenances from Fort Drum, New York, and on that line from other users, to a City wastewater treatment facility located in the City of Watertown.
2. City desires to treat the sewage so delivered to its facility.
3. Authority acknowledges and understands that, due to the operating capacity of the City's current facility, the City's ability to accept sewage on the Authority's line from the U.S. Army at Fort Drum, New York is currently limited to an annual average daily flow of 4.3 million gallons per day (4.3 mgd) and the City's separate ability to accept sewage on the Authority's line from users other than the U.S. Army at Fort Drum is currently limited to an annual average daily flow of 1.0 million gallons per day (1.0 mgd) and that such flows cannot be exceeded by the Authority unless the parties reach agreement in connection with further expansion of the City's facilities.
4. This contract is authorized pursuant to § 2706 of the Public Authorities Law.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

Definitions

Section 101. Defined Terms. As used or referred to in this Agreement, unless a different meaning clearly appears from the context:

(1) "Authority Officer" means the Chairman, any Vice Chairman, the Secretary, the Treasurer or the Executive Director of the Authority;

(2) "City Officer" means the City Manager or City Mayor of the City of Watertown;

(3) The term "industrial wastes" shall have the meaning given or ascribed to such term under the Federal Water Pollution Control Act, as amended;

(4) "Sewage" means waterborne animal or other wastes (except industrial wastes) from water closets, buildings, residences, industrial establishments or other places, together with such ground water infiltration, surface water, admixtures or other wastes as may be present;

(5) "Treatment Plant" means all sewers, conduits, pipelines, mains, pumping and ventilating stations, sewage treatment and disposal systems, plants and works, connections and outfalls, and all other plants, structures, equipment, boats, conveyances and other real and tangible personal property, acquired, constructed or operated by the City for the purposes of this Agreement, including all repairs or replacement of any of the foregoing, regardless of the manner in which the City chooses to finance the same;

(6) Chapter 253 of the Code of the City of Watertown means Chapter 253 of such Code entitled "Sewers," incorporated herein by reference and as the same may be amended from time to time;

(7) "Outside User" means any property located physically outside the corporate boundary of the City, as established by the City Charter, which is connected to, and utilizes, the City's Treatment Plant for the treatment of that property's sewage. An "Outside User" may be a property which is part of a validly formed municipal sewer district;

(8) "Individual Connection" shall mean any single family, two-family, three-family, or multi-family structures, commercial or industrial structure, barracks, recreational facility, office, or any other producer of sewage which makes ultimate connection to the City's Treatment Plant; and

(9) Words importing the singular number include the plural number and vice versa, words importing individual persons include firms, associations and corporations, and words importing the masculine gender include every other gender.

ARTICLE II

City Facilities

Section 201. Facilities. The City will provide Authority a sewage treatment service facility as follows:

A wastewater treatment plant, including:

(A) A connection at the City's property line between the Authority's sewer line and the City wastewater treatment plant property;

(B) Existing capacity at annual average daily flow of 4.3 mgd or agreed-upon expanded capacity to receive and treat sewage flows from the U.S. Army at Fort Drum on the Authority's line, and existing capacity at an annual average daily flow of 1.0 mgd to receive and treat sewage from other outside users on the Authority's line; and

(C) A treatment process meeting all applicable Federal and State environmental

quality, safety and discharge standards presently in effect and as the same may be amended during the term of this Agreement.

Section 202. Sewage Point of Delivery. Authority's sewage shall be delivered to the City through a 24" diameter sewer pipe or as modified by mutual consent on the boundary of the City wastewater treatment plant property.

Section 203. Sewage Metering. City shall install and maintain, at its own cost, a meter in the treatment plant, exclusively to measure the volume of sewage discharged by the Authority into the plant.

Section 204. Conformance. City's treatment plant and its operation shall conform to the requirements of all applicable Federal, State and local laws and regulations.

ARTICLE III

Operation of the System

Section 301. Operation City shall itself operate and maintain all facilities required to treat the sewage delivered hereunder and to measure the Authority's volume of sewage. It shall use reasonable diligence to provide regular and uninterrupted sewage treatment service at the treatment plant.

Section 302. Capacity Management Processes and Protocols. The City is obligated to control, and to maintain accurate records of all users of its wastewater treatment facility. The parties agree that policies and protocols are necessary to ensure that customers are managed in a manner that protects the overall integrity of the sewer system and ensures that approved development projects and actual flows do not result in sewer flows that exceed capacity in any part of the collection or treatment system or introduce components within the wastewater that

would cause interference with treatment processes, or would be inadequately treated and would pass through the processes to the receiving stream, or would constitute an unacceptable level of risk to the health and welfare of personnel, or be the cause of unacceptable adverse impacts upon facilities or equipment. Accordingly, the Authority and the City agree to implement, maintain, and ensure compliance with the documents described below.

The City agrees to implement, maintain, and ensure compliance with a Sewer District and Outside User Flow Management and Permit system. The System will be embodied in a document which describes the process the City will utilize to monitor and track all outside user flows, compliance with contractually committed capacities, and planned-for developments to ensure that outside users do not exceed City treatment plant capacity limits. The Authority agrees to be bound by the requirements outlined in this document as the same may, from time to time, be amended by the City.

The City agrees to provide written notification to the Authority of any changes it makes to its procedures. If the City makes a procedural change that the Authority believes will result in an undue burden and such change is not the result of a specific regulatory requirement, then the Authority will respond in writing with an explanation of the issue of concern. The City agrees to consider the Authority's concern and work to develop an acceptable solution to both parties.

The Authority agrees to develop, implement, maintain and ensure compliance with an approval process for project developments within its approved sewer service areas. The purpose of this approval process is to ensure that new developments are appropriately reviewed to determine if capacity exists within the system to support the development, and to ensure that the proposed methods of design and construction meet City Code and all other applicable regulatory standards. The Authority approval process shall contain language addressing the following:

- a. Approval process for new developments;
- b. Connection protocols; and
- c. Standard operating procedures for inspection of connections.

The Authority agrees to ensure that all new sewer connections, regardless of size of connection, are inspected prior to being connected to the system and that the results of inspections are documented. Copies of these inspections will be made available to the City upon request.

The Authority agrees to provide written notification to the City of any changes made to its approval process. If the Authority makes a procedural change that the City believes could result in non-compliance with the City's SPDES permit, then the City will respond in writing with an explanation of the issue of concern. The Authority will revise and resubmit the proposed change within thirty days for re-review by the City. The City shall be the sole arbiter in determining compliance with the City of Watertown SPDES permit. The Authority agrees not to implement a procedural change that the City determines will result in non-compliance. Copies of all protocols and procedural documents will be kept on file with the Authority and the City Engineering Office.

Section 303. Enforceability by City of City's Permit System and Authority's

Approval Process.

Compliance with the City's SPDES permit is of the essence of this Agreement, and the Authority agrees that the City may seek all judicial equitable relief necessary to ensure compliance with the processes developed pursuant to Section 302, above.

Section 304. Sewage Not Required to be Accepted into System. Notwithstanding the foregoing provisions of this Article or any other provisions of this Agreement, the Authority shall not have the right hereunder to deliver and discharge into the treatment plant any sewage or other wastes except (1) sewage originating within the boundaries of the Fort Drum reservation, (2) any other sewage delivered and discharged into the treatment plant by the Authority through the connection to the treatment plant described above to the limits set forth in Section 201(B) above.

Section 305. Meters and Measurement of Sewage Quantity and Quality and Records Thereof.

(A) The City will provide, install, and use meters for determining the volume of all sewage be delivered and discharged into the treatment plant by the Authority at the sewage point of delivery. The City will make and keep permanent records of the volume of sewage delivered and discharged into the treatment plant, and shall maintain such records for a period as required by the New York State Records Retention Schedule. The City, at its expense, shall periodically inspect and test its meter for determining volume at an interval of no more than once per year. A copy of tests and calibrations will be provided to the Authority upon request. In the event the meter fails to register or registers incorrectly, the quantity of service delivered through it during that period shall be determined by the City and an equitable adjustment based thereon shall be made in the Authority's bills for sewage for that period. Meter registration deviation of less than 5% shall be deemed correct.

(B) The City will from time to time, as necessary, make tests and use means for determining the quality and other characteristics of all sewage which shall be delivered and discharged into the treatment plant by the Authority at the sewage point of delivery. A copy of

every such determination made by the City as to the quality and other characteristics of the sewage delivered by the Authority shall be provided to the Authority upon request. The City will make and keep permanent records of the quality and other characteristics of the sewage delivered and discharged into the treatment plant by the Authority, and shall maintain such records for a period as required by the New York State Records Retention Schedule.

Section 306. Infiltration and Inflow. The Authority's flows from the U.S. Army at Fort Drum and other outside users originate, in part, from combined sewer facilities (sanitary and storm). The delivery of infiltration and inflow to the City's Treatment Plant from any source negatively impacts treatment and reduces available plant capacity to treat sanitary sewage. Authority agrees to provide City with a written plan to eliminate combined sewers and sources of inflow and infiltration within its service area if such a requirement is placed upon the City by regulatory agencies. Upon written notification from the City, the Authority will provide said plan within the timeframe and in the format required by any regulatory agency.

Section 307. Limitation on Wastes. The Authority shall be subject to the applicable and reasonable standards of quantity and quality established by the City of Watertown set forth at Chapter 253 of its Municipal Code; and with respect to sewage accepted into its system from the Department of Army at Fort Drum, New York and from other outside users, the applicable sections of Federal Facilities Compliance Section of the Federal Water Pollution Control Act.

ARTICLE IV

Term and Termination

Section 401. Term. The term of this Agreement shall commence as of April 1, 2009, and terminate on March 31, 2029.

Section 402. Termination of Sewage Treatment Services.

(A) Authority may not terminate this agreement in connection with the 4.3 mgd service except upon six (6) months' prior written notice to City and for the sole reason that the Department of Army has given notice of its intention to terminate its utility service agreement with the Authority.

(B) In the event of such termination, the City shall be entitled to a cancellation of the 4.3 mgd allocated capacity to the Authority and to amounts (currently not past due) remaining due to bondholders of the City of Watertown on obligations issued to finance the capital construction required to provide the 4.3 mgd service, including interest thereon. City may seek enforcement of this provision only against the assets of the Authority constructed and maintained to provide sewer service to Fort Drum and termination damages received from the Department of Army under its contract with the Authority.

ARTICLE V

City Charges and Payment Thereof

Section 501. Payment for Sewage Treatment Services. The Authority's obligation for payment for sewage treatment hereunder shall be computed, adjusted and paid based upon the City's fiscal year (July 1 – June 30) at an amount equal to:

- (a) the Authority's pro-rata share based on annual flows of the City's total annual operation and maintenance costs to treat wastewater to include but not limited to the City's sewer fund accounts for administration (G8110), sewage treatment and disposal (G8130), workers compensation (G9040), unemployment (G9050), retiree health insurance (G9060 and G9065), compensated absences (G9070), transfers to the capital fund (G9950), and reserve funding expressed as

an amount per k gallon plus 20%. General ledger account numbers referenced in this agreement may change from time to time and are not to be considered the sole determining factor as to whether a cost applicable to the operations of the waste water treatment plant is an allowable charge to the Authority.

(b) the Authority's pro-rata share based on the greater of 5.3 mgd (4.3 mgd – Fort Drum, 1.0 mgd – Other Users) to the total plant flow capacity of 16.0 mgd (33.125%) or the Authority's annual flows to the total annual plant flows of City annual debt service defined as all principal and interest payments, charges and fees affecting the amortization of capital costs incurred and associated with design, contract administration and construction of improvements and additions to the wastewater treatment plant and related facilities plus 20%.

The City shall estimate the k gallon charge for each fiscal year (July 1st – June 30th) and shall invoice the Authority monthly based upon metered volume times the estimated operation and maintenance k gallon rate, and the debt expense based on the greater of 33.125% or the pro-rata share of metered volume. Payment by the Authority is due within twenty days of the invoice date. Any late payments shall be subject to late charges as defined in the City Code.

Upon completion of the City's fiscal year, a reconciliation will be computed to determine the Authority's pro-rata share of the total actual annual costs based on its annual flow to the total plant flow. Any surplus/deficit between the actual costs and the payments made by the Authority based upon the monthly invoiced amount shall be billed or credited to the Authority and become part of the next subsequent monthly invoice as an adjustment.

Section 502. No Accruals of Causes of Action. The Authority acknowledges the continuing nature of the services provided by the City under this Agreement and that billings

by the City do not affect the Authority's obligations to pay for services provided during the term of this Agreement. The City billings shall not be construed as accruals for purposes of asserting claims against the Authority for amounts owed.

ARTICLE VI

Expansion of Treatment Plant

Section 601. The Authority's/City's recent joint study of treatment plant capacity has recommended, in the long term, an expansion of treatment plant capacity to meet growing demand.

The provisions of this Agreement are applicable only to the City's Treatment Plant as it exists on the effective date of this Agreement. The City is not obligated to undertake any expansion of the Treatment Plant unless and until the City and all benefited users reach agreement regarding the method by which such expansion is funded.

ARTICLE VII

Insurance - Accounts - Liability

Section 701. Insurance. The City will self-insure or at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss or damage to the treatment plant and against public or other liability to the extent not less than that reasonably necessary to protect the interests of the City and the Authority. The City will at all times maintain all insurance reasonably required to indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage or injury to persons or property resulting directly

or indirectly from the operation or failure of operation of the Treatment Plant caused by the negligence or willful act of the City, its employees or agents

Section 702. Accounts. The City will keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the treatment plant or any part thereof, and which, together with all other books and papers of the City, shall at all reasonable times be subject to public inspection, as required by law. The City will cause its books and accounts to be audited annually, and within thirty (30) days after the completion of such audit, copies of the reports of such audits so made shall be furnished to the Authority.

Section 703. Liability. The City shall use reasonable diligence to provide regular uninterrupted treatment of sewage at its treatment plant at the rate of 4.3 mgd plus 1.0 mgd for other users on the Authority's line or at such greater amount as may be agreed upon as result of any expansion to meet Authority's needs, but shall not be liable to the Authority for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the City. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, riots, civil disturbance, quarantine, restrictions, inability to obtain equipment or supplies, strikes, or failure or breakdown of facilities.

ARTICLE VIII

Miscellaneous

Section 801. Effect of Breach. Failure on the part of the City or the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law shall not relieve the Authority from making any

payment to the City or fully performing any other obligation required of it under this Agreement, but the Authority may have and pursue any and all other remedies provided by law for compelling performance by the City of said obligation assumed by or imposed upon the City.

Section 802. Certain Acts Not a Waiver. Acceptance for treatment by the City of sewage or other wastes in a volume or at a rate or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Agreement in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any provisions of this Agreement, and shall not in any way obligate the City thereafter to accept or make provision for sewage or wastes delivered into the treatment plant in a volume or at a rate or with characteristics exceeding or violating any such limit or restriction in any other instance or under any other circumstance.

Section 803. Effect of Agreement. This Agreement shall be in full force and effect and be legally binding upon the City and the Authority and contains the entire agreement between the parties. It may be modified or amended only by the written agreement thereto signed by the parties.

Section 804. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

ARTICLE IX

Federal Government Clauses

Section 901. City Obligations. This City acknowledges the existence of and the Authority's obligations under, the Utility Service Contract between the Authority and the

Department of Army dated June 13, 1986, (a copy of which is attached hereto as Exhibit "A") for sewer service between Fort Drum and the City wastewater treatment plant and agrees to be bound to the Authority in the same manner and to the same extent as the Authority is bound under, and only to the extent the Authority is required to comply with, said Contract with the Department of Army in every applicable respect, including but not limited to the performance of obligations contained in the following provisions of said Contract:

Section 2.1(e)	<u>Payment.</u>
Section 2.3	<u>Change of Rates.</u>
Section 2.5	<u>Continuity of Service and Consumption.</u>
Section 2.7	<u>Definitions.</u>
Section 2.8	<u>Officials Not To Benefit.</u>
Section 2.9	<u>Gratuities.</u>
Section 2.10	<u>Covenant Against Contingent Fees.</u>
Section 2.13	<u>Examination by Comptroller General.</u>
Section 2.14	<u>Audit Negotiation.</u>
Section 2.15	<u>Price Reduction for Defective Cost or Pricing Data.</u>
Section. 2.16	<u>Subcontractor Cost or Pricing Data.</u>
Section 2.20	<u>Notice to Government of Labor Disputes.</u>
Section 2.21	<u>Convict Labor.</u>
Section 2.22	<u>Contract Work Hours & Safety Standards Act - Overtime Compensation - General.</u>
Section 2.23	<u>Equal Opportunity.</u>
Section 2.25	<u>Affirmative Action for Special Disabled and Vietnam Era</u>

	<u>Veterans.</u>
Section 2.26	<u>Clean Air and Water.</u>
Section 2.34	<u>Availability of Funds.</u>
Section 3.2	<u>Audit.</u>
Section 3.7	<u>Required Insurance.</u>
Section 3.16	<u>Plans and Specifications.</u>

ARTICLE X

Supercedence

Section 1001. This Agreement supercedes in all respects the Sewage Treatment Agreement between the parties dated July 9, 1986, and the Sewer Treatment Agreement - Other Users between the parties dated February 22, 1999.

All of the above is established by the following signatures for the respective parties.

**DEVELOPMENT AUTHORITY OF
THE NORTH COUNTRY**

By: Thomas Hefferon
Thomas Hefferon, Chairman

CITY OF WATERTOWN

By: Jeffrey E. Graham
Jeffrey E. Graham, Mayor

SEWER SERVICE AGREEMENT

This Agreement, made this 16th day of November, 2010 by and between the City of Watertown, New York, a New York municipal corporation with offices located at 245 Washington Street, Watertown, New York 13601 (the "City") and the Town of Watertown, New York, a New York municipal corporation with offices located at 22867 Co. Rte. 67, Watertown, New York 13601, as Administrator of Town of Watertown Sewer Districts 2-6 (the "Districts").

RECITALS

- A. The City owns a sanitary wastewater collection and treatment system (the "System") which is primarily operated for the purpose of collecting and treating sewage from properties within the City, and holds a State Pollutant Discharge Elimination System ("SPDES") permit for the same.
- B. The City currently has excess capacity to collect, transport and treat sanitary wastewater from properties outside the City boundaries.
- C. The Districts have requested the right to deliver sanitary wastewater collected by it from properties outside the City boundaries to the System for treatment.
- D. Allocation to the Districts of a portion of the City's total available outside user capacity reduces capacity ~~which might be made available~~ to other outside users not governed by this Agreement.
- E. The City is empowered pursuant to Section 20 of the New York General City Law and New York General Municipal Law Sections 119 and 119(a) to enter into an agreement with the Districts to make connections to the City System for the purpose of receiving sanitary wastewater therefrom for treatment at a price fixed by ordinance and/or agreement.
- F. Each of the Districts' boundaries has been established by the Town of Watertown as shown on the attached Exhibits "A," "B," "C," "D," and "E."

- G. The purpose of this Agreement is to establish the terms and conditions by which the Districts will be allowed to utilize City sanitary sewer services.

NOW, THEREFORE, the parties covenant and agree as follows:

SECTION 1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Districts" – shall mean the Town of Watertown, Jefferson County, New York, as administrator of the special improvement districts known as Town of Watertown Sewer Districts No. 2, 3, 4, 5, and 6. The location of each District is more particularly described on the location map attached as Exhibits "A" through "E."

(b) "User" shall mean any individual or entity in any District who or which delivers sanitary wastewater to the City System by permissible connection. Each User in each District shall be considered an "outside user" of the System as that term is defined at Chapter 253 of the Watertown City Code.

(c) "Allocation" shall mean the maximum quantity of wastewater allowed to be delivered by each District to the City as specified in Section 4 (b) below.

(d) "City" shall mean the City of Watertown, Jefferson County, New York.

(e) "Point of Connection" shall mean the point at which each District and City Systems connect to each other and shall further mean the point at which the maintenance and repair responsibilities of the parties are distinguished and separated. The Point of Connection between each District sewer main and the City's wastewater collection system shall be located at the metering manhole to be owned, constructed and maintained by each District as follows:

- (i) Sewer District No. 2 -- MH 9 + 44 of Western Outfall Sanitary Sewer Record.

- (ii) Sewer District No. 3 – MH 9 + 44 of Western Outfall Sanitary Sewer Record.
- (iii) Sewer District No. 4 – The metering pit at the City and Town line located on the east side of Washington Street (Rte 11).
- (iv) Sewer District No. 5 – The metering pit at the City and Town line located on the east side of Washington Street (Rte 11).
- (v) Sewer District No. 6 – Sanitary Manhole #4 as depicted on sheets C112 and C202 of the Site Development Plans of Summit Wood I and II Apartment Complex dated November 9, 2007, prepared by GYMO, P.C.
- (f) “Emergency Point of Connection” – Sewer District No. 2.

Sewer District No. 2 maintains a separate Point of Connection to the City’s System, which was installed by Sewer District No. 2 and was in use by it prior to the shifting of that District’s flows to the City’s western outfall sanitary sewer. This Point of Connection is described as: MH 46 as noted on NYSDOT Construction Drawings dated October 2006, sheets MT-17 and UP-12.

In the event there is a determination by the Town Engineer that there is a temporary inability to transfer wastewater from Sewer District No. 2 to its Point of Connection, the Emergency Point of Connection may be utilized until such time as the temporary condition is abated. The Town Engineer shall coordinate all emergency actions with the City’s Wastewater Treatment Plant Operator. Sewer District No. 2 shall use all reasonable efforts and means to end the emergency as soon as practicable.

In the event of an emergency, all use through the Emergency Point of Connection shall be metered and paid in accordance with this Agreement.

(g) "Permittable Connection" – shall mean a connection by any User to the District collection system resulting in a discharge of any nature into the System and requiring a permit in accordance with the "Sewer District and Outside User Flow Management and Permit System," currently dated March 3, 2008, attached and made a part hereto of Exhibit "F," as the same may, from time to time, be amended.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be five (5) years commencing on November 1, 2010. This Agreement may be renewed by each District for three (3) additional five-year periods on the same terms and conditions as contained herein, but at the rates then in effect, provided the particular District is not in default of any of the provisions of this Agreement. Nothing herein shall place the City under an obligation to provide additional allocations to any District nor to incur any capital expense to increase any District's allocations. The Town shall give written notice to the City at least twelve (12) months prior to its intent not to renew this Agreement on behalf of any District.

SECTION 3. APPLICABLE LAW.

This Agreement shall in all respects be subject to all provisions of New York General City Law; New York General Municipal Law; New York Environmental Conservation Law; City Code Section 253; and all rules and regulations promulgated by all State and Federal agencies having jurisdiction of sewage treatment and collection systems, all as the same may, from time to time, be amended. The Districts' obligations hereunder may also be affected by the terms of the City's SPDES permit.

SECTION 4. SERVICES TO BE FURNISHED BY THE CITY.

The City will provide sewage treatment service facilities as follows:

(a) A wastewater treatment plant, and transport of sewage from each District's Point of Connection to that plant;

(b) Allocated capacity to each District based upon annual average daily flows as follows:

- (i) Sewer District No. 2 – 175,000 gpd
- (ii) Sewer District No. 3 – 62,000 gpd
- (iii) Sewer District No. 4 – 150,000 gpd - See Note 1
- (iv) Sewer District No. 5 – 20,000 gpd - See Note 1
- (v) Sewer District No. 6 - 30,000 gpd

Note 1 – The allocation to Sewer District No. 4 does not include 125,000 gpd allocated to the Watertown Correctional Facility. The metered usage for District No. 4, District No. 5, and the Watertown Correctional Facility shall be measured at the Point of Connection for District No. 4 and District No. 5. The total allocation for Sewer Districts 4 and 5, including the Watertown Correctional Facility, is 295,000 gpd.

(c) A treatment process meeting all applicable Federal, State and City environmental quality, safety and discharge standards presently in effect and as the same may be amended during the term of this Agreement.

SECTION 5. DISTRICT RESPONSIBILITIES.

(a) Each District shall provide and maintain all sewer mains and appurtenances within the District necessary to provide unrestricted flow to the point of connection. Each District's sewer main and appurtenances shall include, but not be limited to, the pipes, fittings, pump station, valves, and flow meter necessary to provide service to residents and/or property owners in the District. Notwithstanding the foregoing, Sewer District No. 3's responsibility for maintenance, repair, or upgrade of the gravity portion of the sewer from the District's point of delivery at Jefferson Community College to the District's Point of Connection shall be limited to

a percentage representing its prorata usage of the gravity lines, computed on an annual average daily flow basis.

(b) Each District shall immediately notify the City of any emergency or condition which may affect the quality of wastewater delivered for treatment and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence.

(c) Each District bears all responsibility for maintaining wastewater quality at its facilities prior to the point of connection in accordance with all City, State and Federal requirements. Each District shall be responsible for compliance with any local, state or federal regulation regarding wastewater quality and testing in the District. For the term of this Agreement, each District has retained the services of a licensed professional engineer, and authorizes that engineer's reports to the City, at District expense, of any results of inspections and/or the rendering of other certifications to the City as the City may, from time to time, reasonably require in connection with wastewater quality or testing. Each District shall identify its engineer on the effective date of this Agreement and shall, during the term of this Agreement, notify the City of any change in the identity of its retained engineer.

(d) Each District shall not exceed the allocation contained at Section 4(b).

(e) Each District agrees to defend and indemnify the City in any action or proceeding, administrative or otherwise, against the City resulting from the District's failure to ensure that the wastewater quality or volume meets all City, State and Federal requirements. This provision extends to any such action or proceeding, in whole or in part, resulting from the District exceeding its allocation contained at Section 4(b).

(f) All sewer connections must be made in conformance with the "Sewer Connection Information & Instructions for Homeowners and Contractors," a copy of which is attached and made a part of this Agreement as Exhibit "G."

(g) Each District shall be responsible to ensure that only those persons or entities having permits for connection shall be connected to the System under the authority of this Agreement, and that persons or entities desiring to connect to the District's System obtain permits in accordance with the procedures set forth at Exhibits "F" and "G."

(h) Each District shall, at its expense, task the engineers identified in accordance with subparagraph 5(c), above, with ensuring that all connections are made in accordance with Exhibit "G" and pursuant to permits issued in accordance with Exhibit "F." The City may, from time to time and in its discretion, and at District expense, require the report of the District's engineer in connection with any and all Permittable Connections, and/or in connection with annual testing and/or calibration of the District's meter as required at Section 7, below.

(i) Each District shall otherwise in all respects comply with the provisions of Exhibits "F" and "G."

(j) Each District shall notify the City of any change in its District boundary and, within sixty (60) days of such change, provide the City with an amended boundary map for inclusion as part of applicable Exhibit A-E of this Agreement.

SECTION 6. INFILTRATION AND INFLOW PLAN.

When required by the City, any District called upon shall provide the City with a written engineering plan, within two (2) years of the date of demand, containing a schedule designed to eliminate sources of infiltration and inflow into the District's collection system.

SECTION 7. METERING OF DISTRICT MAIN.

Each District shall install, routinely inspect, maintain and, if necessary, replace an appropriately sized, protected access meter, approved by the City, to include providing a signal to the City's SCADA system if requested by the City, for the purpose of metering volume of sanitary wastewater delivered from the District. The meter shall be installed at the point of connection and shall be calibrated, on an annual basis, by a qualified third party to a variance of 5%± of true. Sewer rents will be charged based on the actual metered sanitary wastewater delivered to the City System from the District.

SECTION 8. SEWER RENT.

(a) All Districts' sanitary wastewater received by the System will be billed at 120% of the lowest tier usage rates established for inside users contained at Chapter 253 of the Watertown City Code, as the same may, from time to time, be amended. The express purpose of this provision is to ensure that each District and, therefore, each District user, shall pay 120% of the rate which a City homeowner would pay for the lowest volume of service.

(b) The sewer rent payable by each District shall be based on the actual metered amount of wastewater delivered by that District for the pertinent period. Each District shall be billed on a monthly basis, and all billings are payable within twenty (20) days of the billing date. Payments made after twenty (20) days shall incur a 10% surcharge at the time of the next billing.

(c) Each District understands and agrees that its obligation to pay sewer rents is a continuing one and that accrual of billings shall not serve as an accrual for purposes of asserting claims against the District for amounts owed.

SECTION 9. EXAMINATION OF DISTRICT SYSTEM.

The Chief Operator of the City's Wastewater Control Plant or any other designated employee of the City may, at any reasonable time, enter any District for the purpose of examining mains and any other fixtures, including the meter at the point of connection, for the purpose of determining or ascertaining the quantity and quality of wastewater being delivered and its chemical components.

SECTION 10. AMENDMENTS TO EXHIBITS F & G.

The parties acknowledge that the processes and protocols contained at Exhibits F & G may require change to continue to give effect to the parties' obligations to regulatory authorities. In that event, either party requesting a change in the adopted processes and protocols shall notify the other, in writing, of a need to negotiate changes therein. No change in the content or application of Exhibits F & G shall be made by either party without the other party's agreement, which, due to the administrative nature of such changes, may be made in a writing signed by both the Town Supervisor and the Watertown City Manager. No agreed-upon change in processes or protocols shall serve to change or modify any of the remaining provisions of this Agreement including, but not limited to, the allocations set forth at Section 4(b).

SECTION 11. CITY REPRESENTATIONS AND WARRANTIES.

The City represents and covenants that:

(a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same.

repair necessary to those portions of the sewer mains and appurtenances located within and/or serving the District prior to reaching, and including, the Point of Connection.

(c) All other provisions of this Section 13 notwithstanding, if any District engages in or allows others to engage in any activity which causes damage or a need for repair to any portion of facilities of the System, the costs of such repair, even if initially undertaken at City expense, shall be borne 100% by the involved District.

SECTION 14. LIQUIDATED DAMAGES FOR BREACH OF OBLIGATIONS CONCERNING PERMITTING

Any failure by any District to comply with any covenant, condition or protocol in connection with the permitting of users materially interferes with the City's ability to continually monitor usage of the system and compliance with the City's SPDES permit. Thus, any District's failure to comply will result in extra efforts by City staff to correct system records and, perhaps, make reports to the State and/or federal governments. The cost of such additional efforts is now difficult for the parties to determine, but the parties agree that a reasonable measure of such costs is \$2,500.00 per occurrence. Accordingly, by way of liquidated damages only, and not as a penalty, each District agrees that the damages flowing to the City upon any breach of that District's obligation to comply with the City's permitting process shall be in the amount of \$2,500.00 per occurrence. The liquidated damages shall be assessed in a billing to the involved District within one (1) year of the occurrence and shall be payable as outlined at Section 8(b) above.

In any successful action commenced to collect the liquidated damages called for by this Section, the City shall, in addition to those damages, be entitled to seek and collect its reasonable attorneys' fees, disbursements, and costs of collection.

SECTION 15. SEWAGE TREATMENT PLANT EXPANSION/UPGRADES.

In the event the City becomes obligated to expand its treatment plant and/or upgrade its facilities to meet the needs of all inside and outside users, each District agrees to pay its pro rata share, based upon its allocation of annual average daily flow, and not actual usage, of the cost of any such expansion.

Any request for an increase in allocation requiring an infrastructure upgrade to the City's facilities shall require each District's equitable participation in upgrade costs as an express condition of any additional allocation.

SECTION 16. ASSIGNMENT.

No District may assign, transfer, or otherwise dispose of its right, title or interest to this Agreement without the prior written consent of the City, which consent may be withheld for any reason whatsoever.

SECTION 17. TERMS TO BE EXCLUSIVE.

This Agreement contains the sole and entire understanding by and among the parties in connection with sewer treatment services to each District. However, nothing herein is meant or intended to alter or amend, in any manner, the obligations of the Town and/or Town of Watertown Sewer District No. 4 concerning the Butterfield to Barben sewer reconstruction, all as contained in the City's, Town's and Sewer District No. 4's agreement dated June 14, 1996, which obligations are hereby affirmed.

SECTION 18. WAIVER AND MODIFICATION.

No waiver or modification of the Agreement or of any covenant, condition or limitation contained in the Agreement shall be valid unless in writing and duly executed by the parties after

approval of the parties' elected bodies. The failure of any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement, shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

SECTION 19. NON-SEVERABILITY.

All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such finding of unenforceability shall require immediate renegotiation of the entire Agreement.

SECTION 20. NOTICES.

Any notice under this Agreement shall be in writing and served by registered or certified mail, or hand-delivered, and shall be deemed to have been duly given when received by the parties at the address as set forth below, or at such other address as either party may designate from time to time by notice hereunder.

<u>Party</u>	<u>Address</u>
City of Watertown	Watertown City Manager 245 Washington Street Watertown, New York 13601
Town of Watertown Sewer District Nos. 2-6	Supervisor 22867 Co. Rte. 67 Watertown, New York 13601

SECTION 21. HEADINGS AND CONSTRUCTION.

The paragraph headings of the Sections of the Agreement are inserted only as a matter of convenience, and are not a part of the Agreement or any provision thereof.

IN WITNESS WHEREOF, the parties have set their signatures this ____ day of _____, 2010.

CITY OF WATERTOWN

By:

Jeffrey E. Corbett

TOWN OF WATERTOWN SEWER
DISTRICT NO. 2

By:

Joel Bunker

TOWN OF WATERTOWN SEWER
DISTRICT NO. 3

By:

Joel Bunker

TOWN OF WATERTOWN SEWER
DISTRICT NO. 4

By:

Joel Bunker

TOWN OF WATERTOWN SEWER
DISTRICT NO. 5

By:

Joel Bunker

TOWN OF WATERTOWN SEWER
DISTRICT NO. 6

By:

Joel Bunker

TOWN OF WATERTOWN

By:

Joel Bunker

STATE OF NEW YORK)
) SS:
COUNTY OF JEFFERSON)

On the 16 day of November, 2010, before me, a notary public in and for said State, personally came DeWayne E. Grubbs to me known, who being by me duly sworn, did depose and say that he resides/in Watertown, New York; and that he is the Mayor of the City of Watertown, New York, the municipal corporation described in and which executed the above instrument; and that he signed his name thereto by the authority of the Watertown City Council.

Elaine Giso
Notary Public

ELAINE GISO
Notary Public, State of New York
No. 01G0616477
Qualified in Jefferson County
Commission Expires 11/3/14

STATE OF NEW YORK)
) SS:
COUNTY OF JEFFERSON)

On the 16th day of November, 2010, before me, a notary public in and for said State, personally came Joel Boatlitt to me known, who being by me duly sworn, did depose and say that he resides in Watertown, New York; and that he is the Supervisor of the Town of Watertown, New York, the Town described in and which executed the above instrument; and that he signed his name thereto on behalf of each sewer district and on behalf of the Town by the authority of the Town Board of the Town of Watertown.

Catherine M. Rich
Notary Public

CATHERINE M. RICH
Notary Public, State of New York
Registration No. 01R15069442
Qualified in Jefferson County
Commission Expires Nov. 25, 2010

EXHIBIT "A"

Location Map of Town of Watertown Sewer District No. 2 is on file in the office of the City Engineer. This map was provided by the Town and shall be considered to be part of this Agreement as if they were attached hereto.

EXHIBIT "B"

Location Map of Town of Watertown Sewer District No. 3 is on file in the office of the City Engineer. This map was provided by the Town and shall be considered to be part of this Agreement as if they were attached hereto.

EXHIBIT "C"

Location Map of Town of Watertown Sewer District No. 4 is on file in the office of the City Engineer. This map was provided by the Town and shall be considered to be part of this Agreement as if they were attached hereto.

EXHIBIT "D"

Location Map of Town of Watertown Sewer District No. 5 is on file in the office of the City Engineer. This map was provided by the Town and shall be considered to be part of this Agreement as if they were attached hereto.

EXHIBIT "E"

Location Map of Town of Watertown Sewer District No. 6 is on file in the office of the City Engineer. This map was provided by the Town and shall be considered to be part of this Agreement as if they were attached hereto.

EXHIBIT "F"

**Sewer District and Outside User
Flow Management and Permit System**

3/3/08

I. Allocations:

A. Each entity having a sewer agreement with the City of Watertown will have an assigned flow allocation. (Towns and DANC)

1. The allocation will be an average annual daily flow in Gallons per Day (GPD), a monthly average daily flow in GPD and if applicable a maximum pumping rate for a pump station which will be in Gallons per Minute (GPM). The pumping rate may have limitations to the length of pumping time, the total cycle time, and time between cycles.

2. Each entity or outside user having a sewer agreement with the City is responsible to manage its sewer flows into the City sewer system to ensure that the outside user does not exceed the allocation.

3. The outside user must get approval from the City to increase its allocation prior to allowing development within the district that will exceed the existing allocation.

4. The actual annual average, monthly average and pumping flow rate will be computed and compared to the Outside User allocation. The annual average will be calculated from 1 July to 30 June.

B. The Development Authority of the North Country (DANC) will have two distinct allocations that will be tracked and reported separately to the City. The requirements that apply to outside users outlined in subparagraph I.A. above will also apply to the separate allocations managed by DANC. The DANC allocations are for the following areas.

1. Fort Drum

2. All other users

C. If an outside user exceeds a flow allocation:

1. The district will be assigned a temporary higher allocation of 10%, for the term of the District's existing Sewer Service Agreement, if a residual overall capacity exists in the downstream collection system and at the WWTP. A permanent increase in allocation may only be assigned as part of any subsequent Sewer Services Agreement.*

*This provision amended 10/15/10.

2. If there is no residual capacity in the downstream collection system or the WWTP, additional sewer extensions will not be approved and/or sewer permits will not be issued unless and until the following can be addressed to the satisfaction of the City:

- a. The district demonstrates sufficient additional capacity through capital upgrades, or reduction of inflow and infiltration.
- b. The downstream constriction is upgraded.
- c. The WWTP capacity is increased.
- d. Outside users affected by subparagraphs I.C.2.b & c. will be expected to contribute monetarily to the upgrades and it will be based on the percentage of the total flow.

II. Reporting requirements:

A. Each sewer district will submit an end of year close out report to the City of Watertown. The reporting period is from 1 July to 30 June. The report will be submitted to the City of Watertown Engineering Office by July 31 of each year and will contain the following information.

1. A total of the district flows for the report period and a breakdown by month or quarter as defined by the individual district agreement for billing.
2. A list of approved flows within the district that are not yet connected.
3. Infiltration and Inflow upgrades for the reporting year and the estimated flow reduction.
4. Other requirements as may be defined in the individual sewer agreement

III. Sewer connection requirements:

A. New sewer connections will be performed IAW the City of Watertown Code, Chapter 253: Sewers.

1. Connections that will have flows less than 2500 gallons per day must obtain a permit from the City Engineering Office prior to the performing the connection.

2. Connections that will have flows greater than 2500 gallons per day must obtain approval from the NYSDEC through the sewer extension process prior to issuance of the City sewer permit.
3. DANC and the respective Town for the sewer district are responsible to ensure that all new connections are performed in conformance with City Code. A file will be maintained of the connection inspections by DANC or the individual sewer district and available for review by the City upon request.
4. Connection inspections may be performed by designated representatives from the respective Town for individual sewer districts, DANC, or a Consulting Engineer retained by the Town or DANC to perform inspections. Inspections will be deemed to have been performed on behalf of the City, and the designating jurisdiction will be responsible to the City for proper performance of all such inspections.

IV. Permit requirements:

- A. New service connections to a sanitary sewer that is tributary to the City of Watertown sanitary sewer system must obtain a permit from the City of Watertown Engineering Office prior to performing the connection.
- B. For new service connections with anticipated flows greater than 2500 gallons per day, the following information will be required prior to the issuance of the sewer permit.
 1. Written approval from the NYSDEC for the sewer extension.
 2. An Engineering Report that estimates the volume of sanitary sewer flows in average gallons per day and peak gallons per day.
 3. Project plans stamped by an engineer licensed to practice in the State of New York that depict the sanitary sewer system to be installed in plan and profile view.
 4. Other items deemed necessary by the City Engineer.
- C. Projects may require more than one permit for the sewer extension if:
 1. There is a long delay from start to completion of the project
 2. The project has a large volume of units that will require multiple permits to provide adequate management of the projected sanitary flows.

3. The project has multiple phases.

D. For new service connections with anticipated flows less than 2500 gallons per day, the following information may be required prior to the issuance of the sewer permit at the discretion of the City Engineer.

1. An Engineering Report that estimates the volume of sanitary sewer flows in average gallons per day and peak gallons per day.
2. Project plans stamped by an engineer licensed to practice in the State of New York that show the sanitary sewer system to be installed in plan and profile view.
3. Other items deemed necessary based on the circumstances with the project.
4. The intent for these submittals is to provide oversight of larger residential or commercial extensions that are not reviewable under the DEC "Sewer Extension" approval process. The above listed submittals would not be required for individual residential connections.

EXHIBIT "G"

DRAFT 11-30-07

SEWER DISTRICT #____,
Town of _____

Sewer Connection Information & Instructions
for
Homeowners and Contractors

Table of Contents

- 1.0 Purpose
- 2.0 Responsibilities
- 3.0 General Requirements
- 4.0 Technical Requirements
- 5.0 Submittal Requirements
- 6.0 Inspection Requirements

Forms & Tables

Sewer District Service Application

Sewer Lateral Connection Sketch Form

1.0 Purpose

The purpose of this procedure is to describe the application process and the basic technical requirements for the construction and installation of new Sewer District Sewer System components.

2.0 Responsibilities

- 2.1 The System Owner is the municipality in which the new sewer system components will reside. The Town is responsible for administering and overseeing this procedure.
- 2.2 New sewer customers are responsible for:
 - Completing a Sewer District Service Application which enables them to connect to the Sewer District # ____ Sewer System.
 - Hiring an approved contractor to install the sewer system components.
 - Scheduling an inspection of the system components prior to connecting into the Sewer District # ____ Sewer System.
 - Executing an easement, if required.
 - Paying all construction, engineering, easement filing, and inspection fees associated with the new sewer service(s).
- 2.3 The Town of _____ is responsible for operating and maintaining the Sewer District # ____ Sewer System. As the system operator, Town personnel are responsible for ensuring that new connections are constructed and installed in accordance with applicable design standards. Town personnel are also responsible for documenting new connections and distributing details to the system owner.

3.0 General Requirements

- 3.1 The Town can only provide service to customers that are located within an existing sewer district.
- 3.2 If you are constructing a new service lateral and the Town requires that your service be turned over to the municipality after construction, then an updated easement showing the location of any new system components must be filed with the County. This easement provides the Town with proper access to maintain the sewer system components. The customer is responsible for all fees associated with the execution and filing of new easements. The Town will file the easement with the County.
- 3.3 Requests for connection to the Town of _____ Sewer District # ____ must be submitted by completing a *Sewer District Service Application*.
- 3.4 Connections must be designed and constructed in accordance with the original criteria identified in the contract documents and specification relating to the respective system, unless the proposed criteria can be shown to be more advanced and of better quality than that of the original specification. Contract documents are available at the Town offices.

- 3.5 Customers must use contractors approved by the Town and the City of Watertown for the installation of any sewer system components.
- 3.6 All new connections must include a means for metering in order to accurately bill for the services provided. For large commercial or industrial customers this may require a sewer meter. Residential customers must be a current water customer or must install a meter on their private well.
- 3.7 Most sewer service determinations will be made within 30 days of receipt of a complete Sewer District Service Application.

4.0 Technical Requirements

All sanitary sewer systems shall meet the provisions of the City of Watertown Sewer Code.

4.1 Gravity Sewer Lateral Requirements

Some basic requirements for single family gravity sewer laterals are listed below.

- 1) The minimum horizontal distance between water and sewer line shall be 10' except when lines must cross. At intersections water and sewer lines shall be separated by a minimum of 18 vertical inches.
- 2) Water and sewer lines shall not share excavation trenches with other utilities and must be separated by a minimum distance of 6' whenever possible.
- 3) Laterals shall be installed with a minimum of 3' of cover.
- 4) Magnetic marking tape 2 inches wide with the words SANITARY SEWER BELOW shall be installed not more than 2 feet below finished grade for all sewer laterals.
- 5) Gravity sewer laterals shall be 4" PVC Plastic SDR 35 pipe and fittings. Pipe shall be joined with integral bell and spigot rubber gasketed joints.
- 6) 4" service laterals shall be installed at a minimum of 1/4" per 1' slope.
- 7) Service laterals shall be connected to existing sewer main lines through the use of a machine drilled hole using equipment expressly made for this purpose. Laterals shall be connected to the sewer main through the use of an Inserta Tee Fitting or approved equal made for PVC SDR 35 pipe. Fittings are available by contacting the manufacturer (Inserta Fitting Co., Tel. 503/357-2110).
- 8) Sewer laterals shall not be connected directly to manholes.
- 9) Cleanouts shall be provided at least every 100'; at each change in direction of the line; and within 10 feet of the house foundation.
- 10) For normal soil conditions, the trench shall be excavated 4 inches deeper than the bottom of the pipe. Pipe bedding material used shall be NYSDOT Subbase Course 304 Type 2 crushed stone.
- 11) Backfill material shall be free of roots and vegetation and shall have no stones greater than 4 inches in diameter.
- 12) Pipe bedding shall be placed in maximum lifts of 8 inches after the pipe is joined.
- 13) Do not compact directly over PVC pipe until backfill has reached 2 feet above top of pipe.

4.2 Low Pressure Sewer Lateral Requirements

Some basic requirements for single family gravity sewer laterals are listed below and are included with more detail in Section 02733 of the Contract Documents and in the Sewer Installation Details found at the end of this document:

- 1) Gravity sewer laterals that cannot meet minimum slope requirements will require a grinder pump.
- 2) Approved grinder pumps will be supplied by the property owner and must be installed by an approved contractor.
- 3) The property owner's contractor must install the grinder pump in accordance with the City of Watertown Sewer Code and the grinder pump manufacturer installation instructions.

5.0 Submittal Requirements

All new service connections must be reviewed and approved by the Town, their Engineer, and the City of Watertown. The property owner must submit a completed Sewer District Service Application to the Town Clerk. The application must be submitted with the proper connection fee and a Location Sketch. The location sketch must show the property boundaries, buildings, approximate length of service lateral with reference dimensions to two permanent structures, location of cleanouts, tie-in point to mainline, and any other relevant information. A Sewer Lateral Connection Sketch Form is attached for reference.

New sewer service connections require that services be turned over to the Town for operation and maintenance after construction in accordance with the municipality's Sewer Use Law. As such, the Customer will be required to execute a property easement providing access to the municipality. Customers should contact the Town Clerk to complete the easement process.

6.0 Inspection Requirements

All approved connection requests must be inspected by a Town appointed representative. The customer or their representative must schedule the connection with the Town at least 48-hours prior to the connection. Customers must have an approved *Sewer District Service Application* on file with the Town prior to scheduling an inspection. The Town will charge a flat rate of \$___ to review the application, and inspect the service. If the connection is scheduled outside normal business hours or the inspection takes longer than two hours, additional charges may be applied.

**Sewer District Service
Residential and Commercial Application**

INSTRUCTIONS

- All information must be typed or legibly printed.
- All sections of the form must be completed to avoid delays in processing.
- The property owner must sign the form.
- Submit completed form with payment and Location Sketch to the Clerk in the Town/Village in which the new service is to be located.
- The Clerk will forward the application for Technical Review.
- You will be notified by phone if your permit has been approved or if your permit is missing information required to properly review. If your application is denied you will be notified in writing as to the reason.

GENERAL INFORMATION (To Be Completed By Customer)

Property Owner's Name: _____ Phone (____) _____
Owner's Address: _____ City _____ State _____ Zip _____
Job Address: _____ City _____ State _____ Zip _____
Tax Parcel ID No. _____ Residential Commercial
Does this new connection require a hot-tap into the sewer mainline Yes No
Approved Contractor: _____ Phone (____) _____
Contractor's Address: _____ City _____ State _____ Zip _____
Is the requested connection to serve an existing structure? Yes No If yes, is the requested connection to relieve a failing septic? Yes No
Does property receive potable water from private well? Yes No
If the requested connection is to serve a new structure, what is the anticipated occupancy date? _____
 A Sketch of the new service connection **is attached**.

OWNER'S CERTIFICATION (To Be Completed By Customer)

Application is hereby made to obtain a permit to do the work and installation as indicated. I certify that I am the Owner of the property located at _____ and that I am requesting a permit to install a new sewer service.

In consideration of the granting of this permit, I agree to the following:

- 1) That no work or installation has commenced prior to the issuance of a permit;
- 2) That all work will be performed to meet the standard of all applicable State and Local laws regulating construction;
- 3) To maintain the sewer service lateral or provide formal property easement to the Town/Village to maintain the sewer service lateral in accordance with the applicable municipality's Sewer Use Ordinance
- 4) To schedule an inspection of the service with the Town of _____ before any portion of the work is covered and prior to connecting into the main sewer line.

Date: _____ Signed: _____

MUNICIPAL REVIEW (To Be Completed By Municipality)

Is a new/updated property easement required? No Yes
- If easement is required it must be executed prior to connection approval.

Amount of Sewer Service Connection Fee: _____
 Payment Received By _____ on _____

Municipal approval that applicant is eligible for new service connection to Sewer District # ____,
Town of _____

Date: _____ Signed: _____

Sewer Lateral Connection

Town/Village: _____

House No.: _____

Street: _____

Owner: _____

Contractor: _____

Date Installed: _____

1. Service Pipe Installation

a) Lateral size _____

b) Pipe Material SDR 35 other _____

c) Curb Stop yes no

d) Grinder Pump yes no Make: _____ Model: _____

2. Connection to House Line

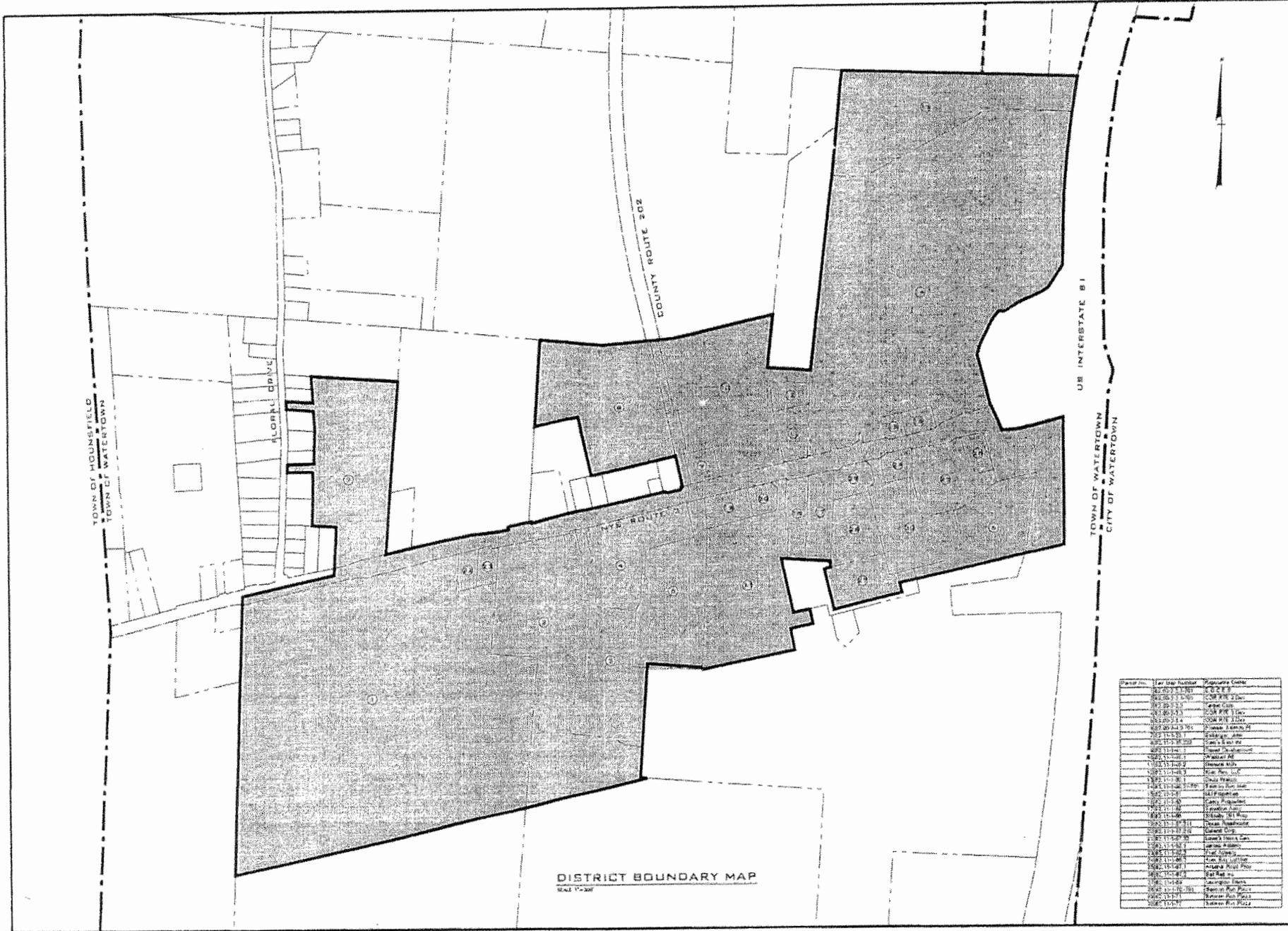
3. Length of Service

4. Diameter of Sewer Main

5. Depth of Curb Stop

6. Force Main Gravity

General Notes: _____



DISTRICT BOUNDARY MAP
Scale 1"=500'

Parcel No.	Lot Area Number	Signature/Contributor
82-02-1-1-101	101	COGECO
82-02-1-1-102	102	COGECO
82-02-1-1-103	103	COGECO
82-02-1-1-104	104	COGECO
82-02-1-1-105	105	COGECO
82-02-1-1-106	106	COGECO
82-02-1-1-107	107	COGECO
82-02-1-1-108	108	COGECO
82-02-1-1-109	109	COGECO
82-02-1-1-110	110	COGECO
82-02-1-1-111	111	COGECO
82-02-1-1-112	112	COGECO
82-02-1-1-113	113	COGECO
82-02-1-1-114	114	COGECO
82-02-1-1-115	115	COGECO
82-02-1-1-116	116	COGECO
82-02-1-1-117	117	COGECO
82-02-1-1-118	118	COGECO
82-02-1-1-119	119	COGECO
82-02-1-1-120	120	COGECO
82-02-1-1-121	121	COGECO
82-02-1-1-122	122	COGECO
82-02-1-1-123	123	COGECO
82-02-1-1-124	124	COGECO
82-02-1-1-125	125	COGECO
82-02-1-1-126	126	COGECO
82-02-1-1-127	127	COGECO
82-02-1-1-128	128	COGECO
82-02-1-1-129	129	COGECO
82-02-1-1-130	130	COGECO
82-02-1-1-131	131	COGECO
82-02-1-1-132	132	COGECO
82-02-1-1-133	133	COGECO
82-02-1-1-134	134	COGECO
82-02-1-1-135	135	COGECO
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82-02-1-1-137	137	COGECO
82-02-1-1-138	138	COGECO
82-02-1-1-139	139	COGECO
82-02-1-1-140	140	COGECO
82-02-1-1-141	141	COGECO
82-02-1-1-142	142	COGECO
82-02-1-1-143	143	COGECO
82-02-1-1-144	144	COGECO
82-02-1-1-145	145	COGECO
82-02-1-1-146	146	COGECO
82-02-1-1-147	147	COGECO
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82-02-1-1-149	149	COGECO
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82-02-1-1-152	152	COGECO
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82-02-1-1-168	168	COGECO
82-02-1-1-169	169	COGECO
82-02-1-1-170	170	COGECO
82-02-1-1-171	171	COGECO
82-02-1-1-172	172	COGECO
82-02-1-1-173	173	COGECO
82-02-1-1-174	174	COGECO
82-02-1-1-175	175	COGECO
82-02-1-1-176	176	COGECO
82-02-1-1-177	177	COGECO
82-02-1-1-178	178	COGECO
82-02-1-1-179	179	COGECO
82-02-1-1-180	180	COGECO
82-02-1-1-181	181	COGECO
82-02-1-1-182	182	COGECO
82-02-1-1-183	183	COGECO
82-02-1-1-184	184	COGECO
82-02-1-1-185	185	COGECO
82-02-1-1-186	186	COGECO
82-02-1-1-187	187	COGECO
82-02-1-1-188	188	COGECO
82-02-1-1-189	189	COGECO
82-02-1-1-190	190	COGECO
82-02-1-1-191	191	COGECO
82-02-1-1-192	192	COGECO
82-02-1-1-193	193	COGECO
82-02-1-1-194	194	COGECO
82-02-1-1-195	195	COGECO
82-02-1-1-196	196	COGECO
82-02-1-1-197	197	COGECO
82-02-1-1-198	198	COGECO
82-02-1-1-199	199	COGECO
82-02-1-1-200	200	COGECO

DISTRICT BOUNDARY MAP
TOWN OF WATERTOWN
SEWER DISTRICT NO. 2

County of Jefferson - State of New York

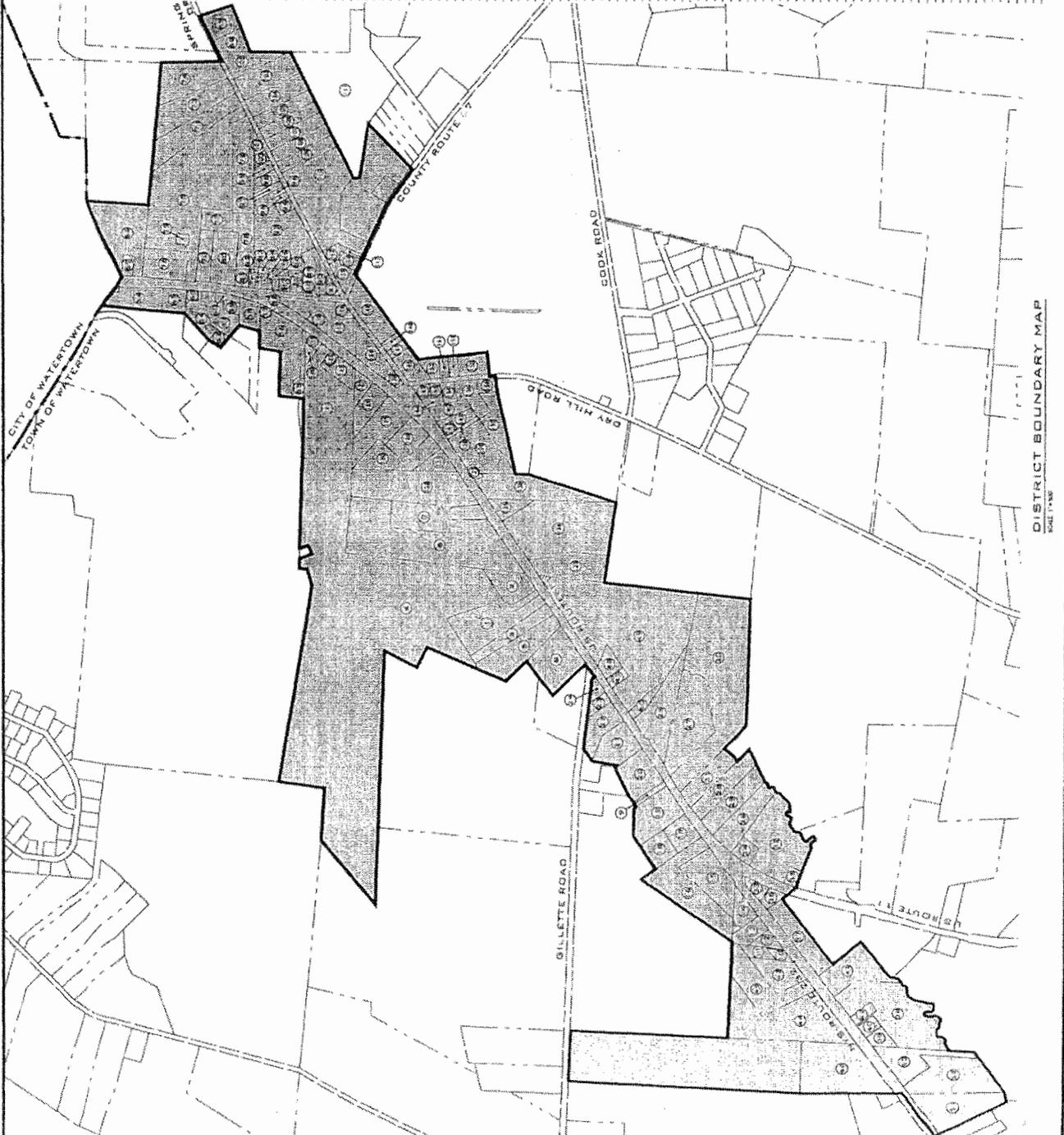
THE BERNIER CARR GROUP
ARCHITECTS, ENGINEERS, PLANNERS, INTERIORS, ENVIRONMENTAL DESIGNERS, LANDSCAPE ARCHITECTS, HISTORIC PRESERVATION ARCHITECTS, PLANNING, DESIGN, AND CONSTRUCTION MANAGEMENT

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NO.	DESCRIPTION	DATE	BY	CHECKED
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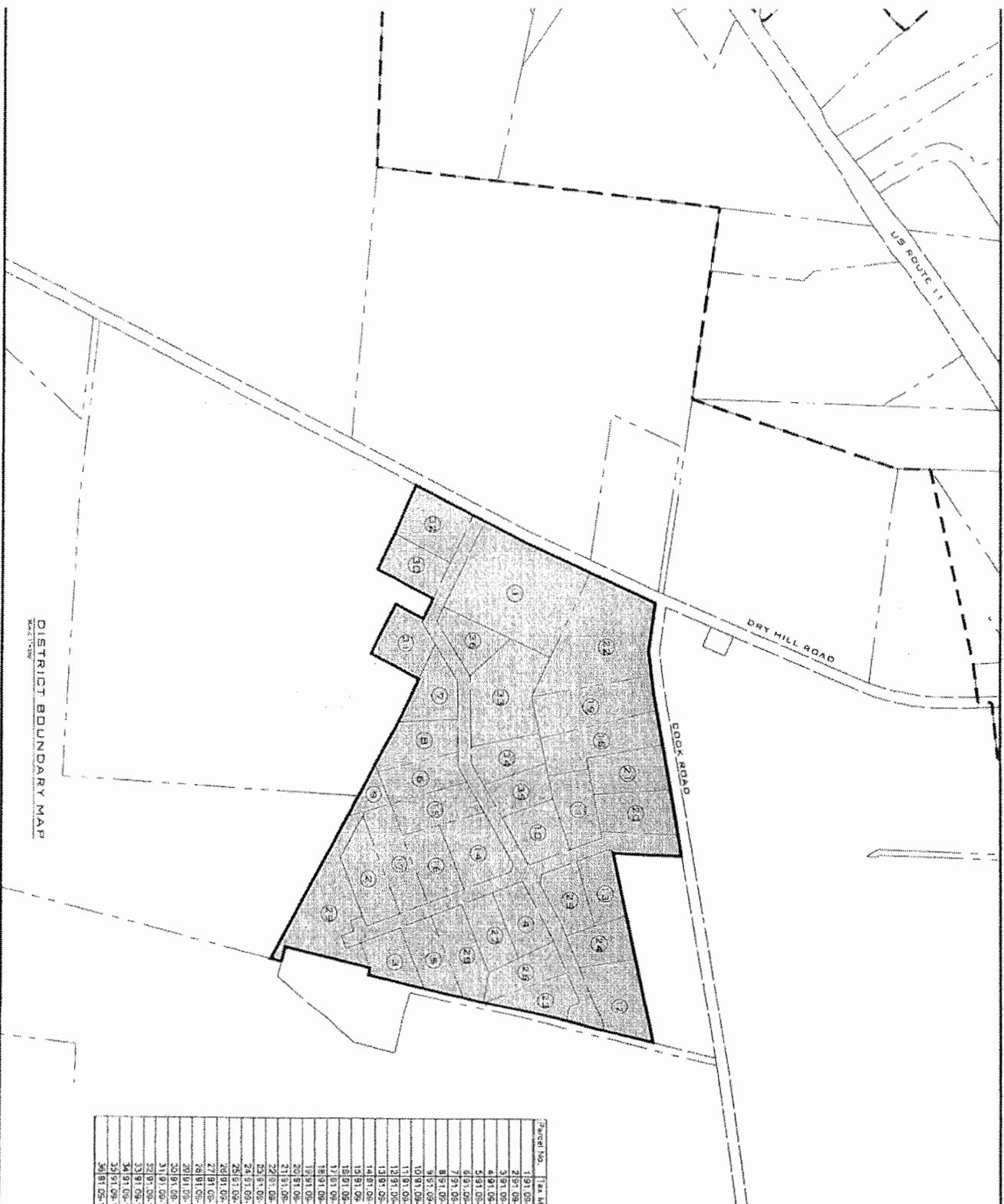


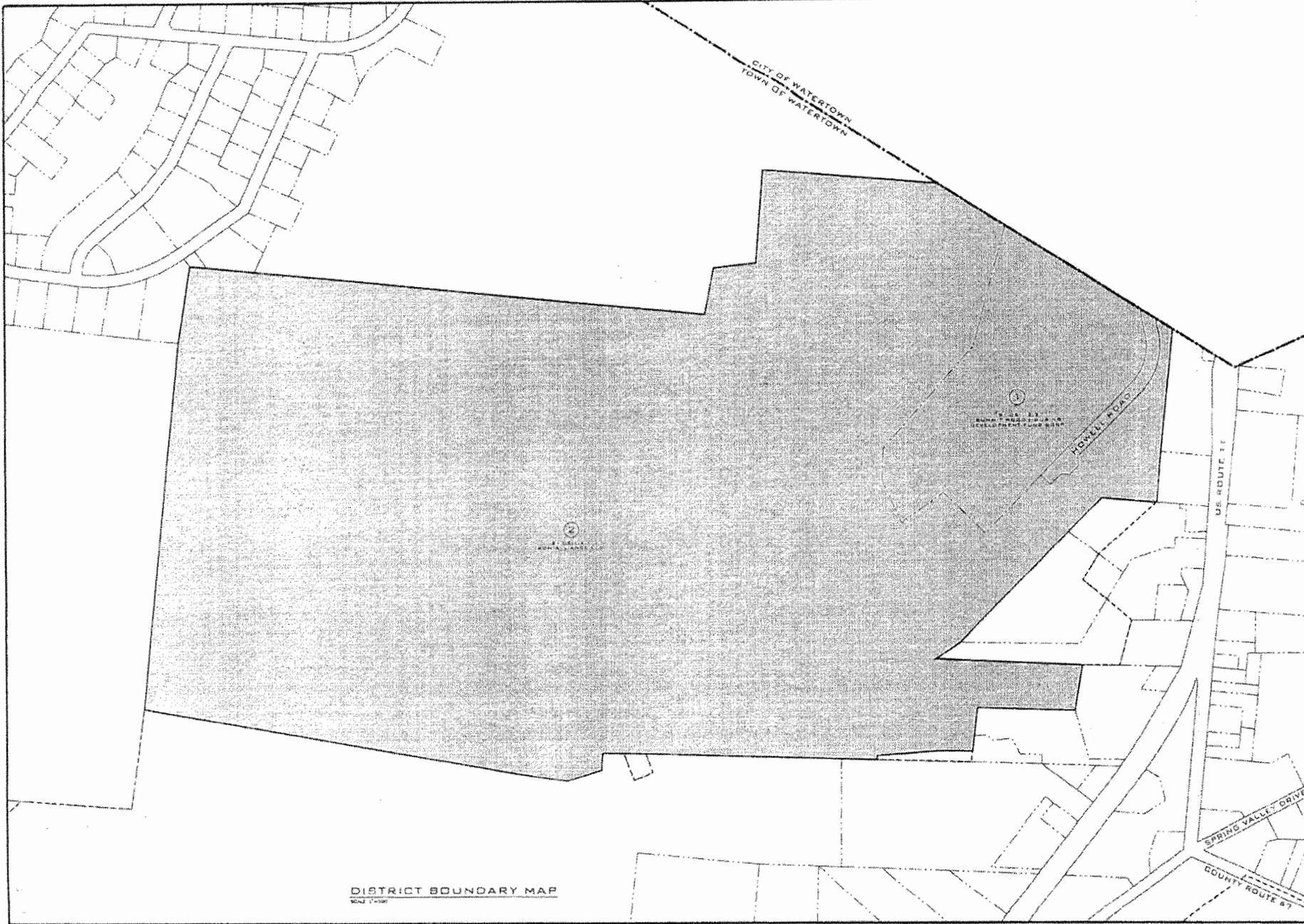
DISTRICT BOUNDARY MAP
 SCALE 1" = 100'



Parcel No.	Tax Aka
1	91.09-1
2	91.09-1
3	91.09-1
4	91.09-1
5	91.09-1
6	91.09-1
7	91.09-1
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12	91.09-1
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33	91.09-1
34	91.09-1
35	91.09-1
36	91.09-1

DISTRICT BOUNDARY MAP
Scale: 1" = 100'





DISTRICT BOUNDARY MAP
SCALE 1"=100'

CITY OF WATERTOWN
TOWN OF WATERTOWN

SEWER DISTRICT NO. 6
DEVELOPMENT FUTURE BOUNDARY

HORNELL ROAD

US ROUTE 11

SPRING VALLEY DRIVE

COUNTY ROUTE 87

THE BERNIER CARR GROUP
BERNIER CARR & ASSOCIATES, P.L.C. - ARCHITECTURE + ENGINEERING, P.L.C.
engineers • architects • planners • surveyors • construction managers
10000 20th Street, Suite 1000, Fairfax, VA 22031
10000 20th Street, Suite 1000, Fairfax, VA 22031
10000 20th Street, Suite 1000, Fairfax, VA 22031
10000 20th Street, Suite 1000, Fairfax, VA 22031



DISTRICT BOUNDARY MAP
TOWN OF WATERTOWN
SEWER DISTRICT NO. 6
County of Jefferson - State of New York

ALL INFORMATION ON THIS MAP IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
DATE: 11/12/2010
BY: [Signature]

RESOLUTION OF THE TOWN BOARD
OF THE TOWN OF WATERTOWN

At a special meeting of the Town Board of the Town of Watertown held at the Town Offices, 22867 County Route 67, Watertown, Jefferson County, New York, at 7:00 P.M. on November 18, 2010, there were

Present:

Joel R. Bartlett,	Supervisor
<u>Stephen L. Rich</u> ,	Councilmember
<u>Paul V. Desormo</u> ,	Councilmember
<u>David D. Prosser</u> ,	Councilmember
<u>Edward R. Smith</u> ,	Councilmember

Absent:

WHEREAS, the Town of Watertown has heretofore established certain special improvement districts within the Town identified as Sewer Districts 2, 3, 4, 5, and 6 (collectively the "Districts") to provide sanitary sewer service to the properties located therein, and

WHEREAS, the Town Board of the Town of Watertown serves as the Board of Commissioners for the Districts and provides governance thereto, and

WHEREAS, the Districts function by the collection of sewage from the properties therein through the Districts' individual sewer infrastructure for transmittal to the City sewer system at various points of connection for the ultimate disposition and treatment at the City of Watertown sewage treatment facility, and

WHEREAS, the Town of Watertown and the City of Watertown have previously entered into individual Agreements for each District to provide for the collection and treatment of each District's sewage at the City sewage treatment facility, and

WHEREAS, the Town and the City are desirous of now entering into a single Agreement to govern the collection, disposition and treatment of the Districts' sewage and to provide for the payment therefore to the City of Watertown, and

WHEREAS, a Sewer Service Agreement in the form and substance as attached hereto has been negotiated with the City by the Town Supervisor, Town Attorney and Town Engineer to provide for the collection and treatment of the Districts' sewage, the allocation of volumes thereof for each District, which Agreement has been approved and ratified by

the City on November 15, 2010 and has now been presented for consideration by this Board.

NOW, THEREFORE, be it resolved by the Town Board of the Town of Watertown as follows:

1. The foregoing recitations are incorporated herein and made a part hereof as if fully set forth hereafter.
2. The Town Board of the Town of Watertown hereby determines that the Sewer Service Agreement in the form and substance as attached hereto fairly provides for the terms under which the Districts' sewage shall be collected and treated by the City of Watertown, fairly sets forth the volume allocations of sewage capacity for each District, and is otherwise in the best interests of the property owners within the respective Districts.
3. Based upon the foregoing, the Sewer Service Agreement in the form and substance as attached hereto is hereby approved by the Town Board on behalf of the respective Districts and the Town Supervisor is hereby authorized to execute the Agreement on behalf of the respective Districts.
4. The adoption of this Resolution to ratify and approve the Sewer Service Agreement with the City of Watertown is a Type II action under the New York State Environmental Quality Review Act and the regulations promulgated thereunder.

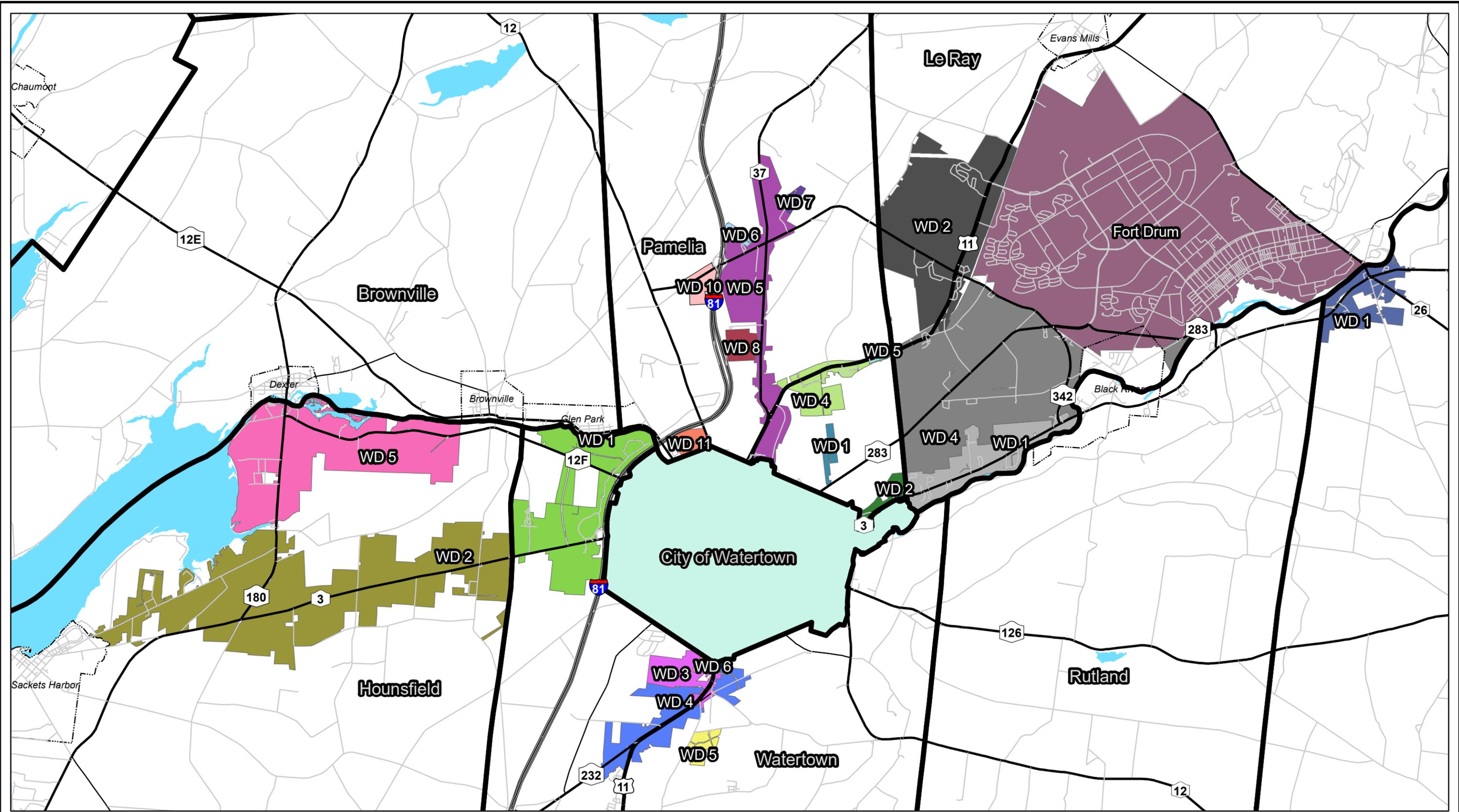
A motion to adopt the foregoing resolution was made by Supervisor Joel Bartlett and seconded by Councilmember David Prosser and upon a roll call vote of the Board was duly adopted as follows:

Supervisor Joel Bartlett	yes <u>X</u>	no ___
Stephen Rich	yes <u>X</u>	no ___
Paul Desormo	yes <u>X</u>	no ___
David Prosser	yes <u>X</u>	no ___
Edward Smith	yes <u>X</u>	no ___

Dated: 11/16/2010


Catherine M. Rich, Town Clerk

(Seal)



Revision:	Description of Revision:	Date:	By:

Project: **Outside Connections**

Title: **Water Districts**

 **CITY OF WATERTOWN, NEW YORK**
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Project: Outside Connections

Requested By: _____

Drawn By: M. Owen

Date: 10/9/2020

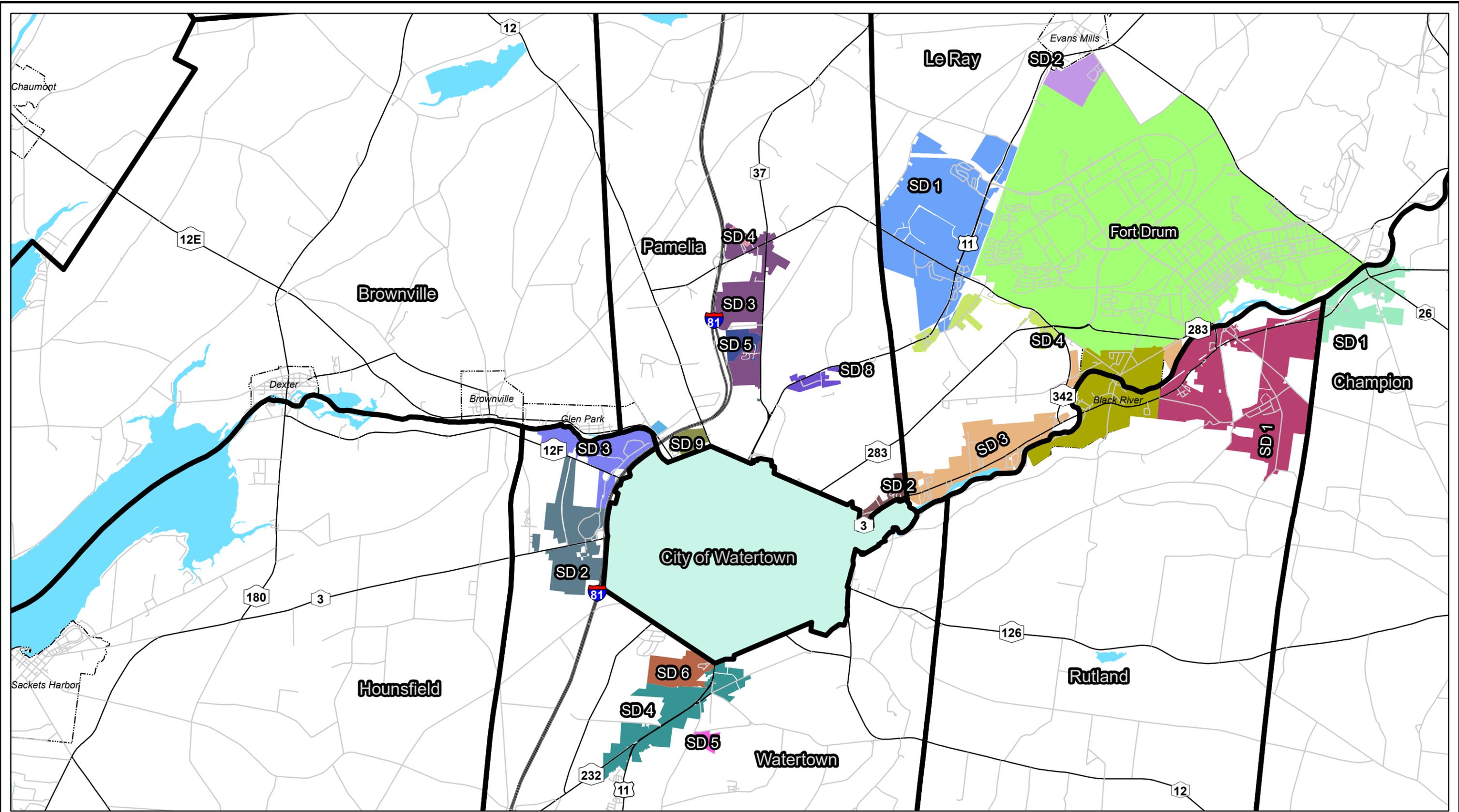
Scale: 1 inch = 7,000 feet

Approved By: _____

Date: _____

Map Number: _____

Title: Water Districts



Revision:	Description of Revision:	Date:	By:

Project: **Outside Connections**

Title: **Sewer Districts**



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Project: Outside Connections

Requested By: _____

Drawn By: M. Owen

Date: 10/8/2020

Scale: 1 inch = 7,000 feet

Approved By: _____

Date: _____

Map Number: _____

Title: Sewer Districts