

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 15, 2010, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Appointment of City Constable, Patricia J. Hennegan
- Resolution No. 2 - Appointment of Deputy City Constable, Michael J. Hennegan
- Resolution No. 3 - Reappointment to Board of Ethics, Mary M. Corriveau
- Resolution No. 4 - Reappointment to Board of Ethics, Rande S. Richardson
- Resolution No. 5 - Reappointment to Board of Ethics, James D. St. Croix
- Resolution No. 6 - Reappointment of Board of Ethics, Frank A. Seminerio
- Resolution No. 7 - Reappointment to Board of Ethics, Arthur C. Stever III
- Resolution No. 8 - Appointment to the Transportation Commission, Michelle L. Appleby
- Resolution No. 9 - Appointment to the Board of Assessment Review, Linda J. Fields
- Resolution No. 10 - Appointment to the Board of Assessment Review, Shawn E. Griffin

- Resolution No. 11 - Appointment to the Board of Assessment Review, Wendell W. Pierce
- Resolution No. 12 - Approving Agreement for Sewer Service Between the City of Watertown and the Town of Watertown, as Administrator for Town of Watertown Sewer Districts No. 2, 3, 4, 5, and 6
- Resolution No. 13 - Approving Agreement for Water Sales Between the City of Watertown and the Town of Watertown, as Administrator for Each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6
- Resolution No. 14 - Dedicating the Recently Constructed Riverfront Park at the Former Abe Cooper Site as Parkland and Naming the Park Factory Square Park
- Resolution No. 15 - Dedicating the Recently Constructed Riverfront Park located Near the Pollution Control Plant at the Fairgrounds as Parkland and Naming the Park Fairgrounds Trail Park
- Resolution No. 16 - Dedicating the Recently Constructed Riverfront Park near the CitiBus Facility on Newell Street as Parkland and Naming the Park Whitewater Park
- Resolution No. 17 - Sidewalk improvement Special Assessment Program, District No. 7

ORDINANCES

LOCAL LAW

- Local Law No. 4 - Amending City Code Chapter 81, Animals

PUBLIC HEARING

OLD BUSINESS

- Tabled – Health Insurance Plan Design Changes

STAFF REPORTS

1. Administrative Fee Schedule for Self-Funded Health Insurance Third Party Administrator
2. Financial Report

NEW BUSINESS

EXECUTIVE SESSION

No. 1 - Discuss collective bargaining negotiations

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
DECEMBER 6, 2010.**

Res Nos. 1 and 2

November 10, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Appointment of City Constable and Deputy City Constable

At the request of the City Council, the Deputy City Constable, Patricia J. Hennegan, was contacted and has agreed to serve a one-year term as City Constable, as David W. Koster steps down. Michael J. Hennegan has agreed to serve a one-year term as Deputy City Constable.

The attached resolutions have been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Appointment of City Constable,
Patricia J. Hennegan

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby appointed as Deputy City Constable for the City of Watertown, for a term expiring on December 31, 2011:

Patricia J. Hennegan
16820 Dry Hill Road
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Appointment of Deputy City Constable,
Michael J. Hennegan

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby appointed as Deputy City Constable for the City of Watertown, for a term expiring on December 31, 2011:

Michael J. Hennegan
16820 Dry Hill Road
Watertown, New York 13601

Seconded by

Res No. 3, 4, 5, 6, 7

November 10, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Reappointments to the Board of Ethics

At the request of the City Council, the following members of the Board of Ethics were contacted and have agreed to serve another one-year term, such term expiring on December 31, 2011:

Mary M. Corriveau
1350 Loomus Drive
Watertown, New York

Rande S. Richardson
269 Flower Avenue West
Watertown, New York

James D. St. Croix
1216 Superior Street, Apt. B16
Watertown, New York

Frank A. Seminerio
1216 State Street, Apt. G
Watertown, NY 13601

Arthur C. Stever III
304 Paddock Street
Watertown, New York

The attached resolutions have been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Mary M. Corriveau

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2011:

Mary M. Corriveau
1350 Loomus Drive
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Rande S. Richardson

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2011:

Rande S. Richardson
269 Flower Avenue West
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
James D. St. Croix

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2011:

James D. St. Croix
1216 Superior Street, Apt. B16
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment of Board of Ethics,
Frank A. Seminerio

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2011:

Frank A. Seminerio
1216 State Street Apt. G
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to Board of Ethics,
Arthur C. Stever III

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is hereby reappointed to the City of Watertown's Board of Ethics for a one-year term expiring on December 31, 2011:

Arthur C. Stever III
304 Paddock Street
Watertown, New York 13601

Seconded by

Res No. 8

November 12, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Appointment to the Transportation Commission
Michelle L. Appleby

At the request of the City Council, Michelle L. Appleby was contacted and has agreed to serve the unexpired term of Ms. Sandra Guyton, such term expiring on April 1, 2011.

Attached for City Council consideration is a resolution appointing Michelle L. Appleby to the Transportation Commission.

RESOLUTION

Page 1 of 1

Appointment to the Transportation Commission,
Michelle L. Appleby

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Transportation Commission to fill the unexpired term of Sandra Guyton, such term expiring on April 1, 2011:

Michelle L. Appleby
1620 Huntington Street, #U2
Watertown, New York 13601

Seconded by

Res Nos. 9, 10, 11

November 12, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Appointments to the Board of Assessment Review

At the request of the City Council, Linda J. Fields was contacted and has agreed to serve the unexpired term of David Bush, such term expiring on September 30, 2011.

Shawn E. Griffin was contacted and has agreed to serve the unexpired term of David R. Steyer, such term expiring September 30, 2014.

Wendell W. Pierce was also contact and has agreed to serve a five-year term effective immediately and expiring September 30, 2015, replacing the expired term of Margaret Cook.

Attached for City Council consideration are resolutions appointing the above individuals to the Board of Assessment Review.

RESOLUTION

Page 1 of 1

Appointment to the Board of Assessment Review,
Linda J. Fields

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Board of Assessment Review to fill the unexpired term of David Bush, such term expiring on September 30, 2011:

Linda J. Fields
 302 Gale Street
 P.O. Box 6179
 Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Appointment to the Board of Assessment Review,
Shawn E. Griffin

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Board of Assessment Review to fill the unexpired term of David R. Steyer, such term expiring on September 30, 2014:

Shawn E. Griffin
351 Arlington Street
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Appointment to the Board of Assessment Review,
Wendell W. Pierce

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is appointed to the Board of Assessment Review for a five-year term effective immediately and expiring September 30, 2015, replacing the expired term of Margaret Cook.

Wendell W. Pierce
124 Smith Street
Watertown, New York 13601

Seconded by

Res No. 12

November 7, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement for Sewer Service Between
the City of Watertown and the Town of Watertown,
as Administrator for Town of Watertown Sewer
Districts No. 2, 3, 4, 5 and 6

Attached for City Council review and consideration is a Sewer Service Agreement between the City of Watertown and the Town of Watertown as administrator for Sewer Districts No. 2, 3, 4, 5, and 6. This contract reflects the change in the point of connection for Sewer District No. 2 to accommodate the transfer of the total District flows from Arsenal Street to Coffeen Street.

Under the terms of the proposed Agreement, all of the Town Districts will be charged a uniform rate equal to 120% of the lowest tier of the inside user rate schedule. This is the same rate that has been charged under the terms of the Agreement we negotiated with the Town for Sewer District No. 6, in 2009.

Additionally, under the terms of the City's SPDES permit, we are required to monitor and manage the flows and allocations to the City's sewer collection and treatment system. As a result, the City has incorporated into this Agreement a Sewer District and Outside User Flow Management and Permit System which spells out the Town's new reporting and connection requirements. A Sewer Connection Information & Instructions for Homeowners and Contractors was also added which describes and establishes a new sewer service application process which the Town will implement. Both of these documents we also incorporated in the Sewer Service Contract the city negotiated with the Development Authority of the North Country.

City Engineer Kurt Hauk and Chief Sewage Treatment Plant Operator Michael Sligar have reviewed the Agreement and the requested allocated capacities and they believe that the City of Watertown has sufficient capacity and ability to provide the requested service and allocation to the District.

The Town Board will consider this Agreement at their next meeting.

A resolution approving the Agreement to provide sewer services to the Town of Watertown has been prepared for City Council consideration.

Approving Agreement for Sewer Service Between the City of Watertown and the Town of Watertown, as Administrator for Town of Watertown Sewer Districts No. 2, 3, 4, 5, and 6

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns a sanitary wastewater collection and treatment 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 same, and

WHEREAS the City has excess capacity to collect, transport and treat sanitary wastewater from properties outside the City boundaries, and

WHEREAS the Town of Watertown is the Administrator of Sewer Districts 2, 3, 4, 5, and 6 and has requested the right to deliver sanitary wastewater collected by it from properties outside the City boundaries to the City system for treatment, and

WHEREAS the City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 119 and 119 (a), enter into an agreement with the Districts to sell the right to make connections to the City system for the purpose of receiving sanitary wastewater there from for treatment at a price fixed by ordinance and/or agreement, and

WHEREAS the City Council desires to enter into a Sewer Service Agreement with the Town of Watertown as Administrator for Town of Watertown Sewer Districts No. 2, 3, 4, 5, and 6,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Sewer Service Agreement between the City of Watertown and the Town of Watertown, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby

SEWER SERVICE AGREEMENT

This Agreement, made this ____ day of _____, 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.

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

(c) The City will comply with all local, state and federal laws and regulations necessary to operate a wastewater collection and treatment system.

(d) The City has sufficient facilities and capacity to collect and treat the allocated amount set forth at paragraph 4(b) above, but makes no representation as to the availability of facilities for additional allocations.

SECTION 12. DISTRICT REPRESENTATIONS AND WARRANTIES OF TOWN AND EACH DISTRICT.

The Town and each District represent and warrant that:

(a) Town of Watertown Sewer Districts No. 2, 3, 4, 5, and 6 have been properly formed and approved.

(b) Each District 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 each District and is enforceable in accordance with its terms.

SECTION 13. REPAIRS.

(a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located on the City's side of each Point of Connection, except as set forth in Section 13(c) below.

(b) With the exception of the limitation set forth at paragraph 5(a) of this Agreement concerning Sewer District No. 3, each District shall provide for and perform all maintenance and

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:

TOWN OF WATERTOWN SEWER
DISTRICT NO. 2

By:

TOWN OF WATERTOWN SEWER
DISTRICT NO. 3

By:

TOWN OF WATERTOWN SEWER
DISTRICT NO. 4

By:

TOWN OF WATERTOWN SEWER
DISTRICT NO. 5

By:

TOWN OF WATERTOWN SEWER
DISTRICT NO. 6

By:

TOWN OF WATERTOWN

By:

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: _____

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement for Water Sales Between
the City of Watertown and the Town of Watertown,
as Administrator for each of the Town of Watertown
Water Districts 1, 3, 4, 5 and 6

Attached for City Council review and consideration is an Agreement for water sales between the City of Watertown and the Town of Watertown as administrator for Water Districts 1, 3, 4, 5 and 6. Our current Agreement with the Town expires on December 31, 2010. This Agreement is an extension of the previous one for a term of three years.

The Town has requested that the allocations be maintained in this Agreement. The allocations are as follows:

District # 1	300,000 gallons per day
District # 3 & #4 Combined	121,500 gallons per day
District # 5	14,000 gallons per day
District # 6	30,000 gallons per day

Under the terms of this Agreement, the Town Districts will be charged a uniform rate equal to 120% of the first tier step of the inside user rate schedule. The uniform rate would be \$36.94 per 1,000 cu.ft, effective January 1, 2011. This means that Town Districts will continue to pay 120% of the rate that the average residential property owners pay in the City of Watertown. This Agreement also provides for the rate to increase or decrease as the inside user rate changes.

Superintendent of Water Gary E. Pilon has reviewed the Agreement request for changes in the allocations and believes that the City of Watertown has sufficient capacity and ability to provide the requested allocations to the Districts.

The Town Board will consider this Agreement at their November meeting.

A resolution approving the Agreement to sell water to the Town of Watertown has been prepared for City Council consideration.

Approving Agreement for Water Sales Between the City of Watertown and the Town of Watertown, as Administrator for Each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

Introduced by



WHEREAS the City of Watertown owns a water supply system, which it operates for the purpose of supplying the City and its inhabitants with water, and

WHEREAS the City has excess capacity to produce and transport water in excess of its own needs, and

WHEREAS the Town of Watertown is the Administrator of Water Districts No. 1, 3, 4, 5 and 6 and has 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, and

WHEREAS 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 so long as such action will not render the supply of water for the City or its inhabitants insufficient, and

WHEREAS the City Council desires to enter into an Agreement for the Provision of Water Services with the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for the Provision of Water Services between the City of Watertown and the Town of Watertown, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by

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

AGREEMENT (the “Agreement”) made this day of , 2010, 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 three (3) years commencing January 1, 2011, unless earlier terminated as per this section. This Agreement may be renewed by each District for additional three (3) 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 City of Watertown establishes the outside user rate for the Town of Watertown to be effective January 1, 2011, a “uniform rate” of \$36.94 per 1000 cu. ft. It is the parties’ declared purpose in agreeing to this rate to ensure that no outside user governed by this Agreement shall pay a rate which is less than the rate charged to a typical single-family home inside user. It is further understood that 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, take such action and upon completion of a rate analysis revamp the Water Rates for Inside Users, such that they are no longer calculated using a declining rate schedule, the City and/or the Town has the right to reopen the Agreement for the express purpose of renegotiating rates.

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

(c) Late payments or failure to make payments within twenty 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.

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>
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 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

ACKNOWLEDGEMENTS

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

On this _____ day of _____, 2010 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

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

On this _____ day of _____, 2010, before me personally came Joel R. Bartlett, 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 Watertown, 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 Watertown.

Notary Public

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

November 9, 2010

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Dedicating and Naming Recently Constructed Riverfront Parks.

As the City Council is aware, the City was the recipient of grant funding from the New York State Office of Parks Recreation and Historic Preservation (NYSOPRHP) for the Black River Parks Development Project that included the construction of several parks along the Black River. Construction of new parks at the Abe Cooper Site on Factory Street, behind the CitiBus facility on Newell Street and behind the Pollution Control Plant at the Fairgrounds has been recently completed.

As part of the final reporting and final payment request submitted to the NYSOPRHP for this project, the City is required to submit a boundary map for each of the sites and officially designate them as parkland. Both the final report and final payment request have been submitted, but the State will not close out the project and approve the final payment request until the mapping and parkland designations are complete.

The enclosed maps, prepared by the GIS Division of the Information Technology Department, depict the areas to be dedicated as parkland. At the Abe Cooper Site, the park boundary follows existing parcel lines and includes tax parcels 6-05-201.002, 6-05-304 and 6-05-403.

At the Newell Street site, the park is located to the west of the Maggie's Restaurant building and behind the CitiBus facility and includes a portion of tax parcels 7-08-301.000, 7-08-303.000 and 7-08-307.000. It does not include the deck area on the river side of the restaurant building or the area to the east of the building as the park improvements in those areas were funded by a different grant source.

At the Pollution Control Plant and Fairgrounds site, the park boundary follows along a portion of the William T. Field Drive right-of-way, the plant's perimeter fence line and existing parcel lines and includes a portion of tax parcel 8-28-101.000.

Written descriptions of each of the proposed parks are included in each of the attached resolutions. In addition to dedicating the described areas as parkland, the attached resolutions formally name each of the three parks. The park names in each of the resolutions are those names that were decided on by the City Council at its July 6,

2009 meeting. The park names are Factory Square Park for the Abe Cooper site, Whitewater Park for the Newell Street site and Fairgrounds Trail Park for the Pollution Control Plant and Fairgrounds site.

The resolutions also authorize the City Manager to sign the official boundary map on behalf of the City for submission to the NYSOPRHP.

RESOLUTION

Page 1 of 4

Dedicating the Recently Constructed Riverfront Park at the Former Abe Cooper Site as Parkland and Naming the Park Factory Square Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has received funding from the New York State Office of Parks Recreation and Historic Preservation (NYSOPRHP) for the construction of a riverfront park on land known as the Abe Cooper Site located along Factory Street, and

WHEREAS the construction of the riverfront park has been completed and includes a riverfront trail, a parking area, lawn areas, landscaping and various site amenities, and

WHEREAS the NYSOPRHP requires that the City submit a boundary map and officially designate the improved areas as parkland, and

WHEREAS the City Council, at its July 6, 2009 meeting, discussed various park names and agreed that the official name of the new riverfront park in this location should be Factory Square Park, and

WHEREAS a boundary map that identifies the area to be designated as parkland has been prepared by the GIS Division of the Information Technology Department and is attached and made part of this resolution, and

WHEREAS a description of the proposed parkland has been prepared as follows:

ALL THAT TRACT or parcel of land situate in the City of Watertown, County of Jefferson, State of New York, and being further described as follows:

RESOLUTION

Page 2 of 4

Dedicating the Recently Constructed Riverfront Park at the Former Abe Cooper Site as Parkland and Naming the Park Factory Square Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BEGINNING at a ¾” iron pipe found in the westerly margin of Factory Square, said iron pipe being situate N27°04’19”W as measured along the westerly margin of Factory Square a distance of 150.04’ from a drill mark in the concrete sidewalk found marking the intersection of the westerly margin of Factory Square and the northwesterly margin of Factory Street (66’ wide ROW).

THENCE S60°59’11”W as measured along the “rear” property line of P.N. 605201, a distance of 292.54’ to a ¾” iron pipe found;

THENCE S27°35’49”E as measured along the common property line shared by P.N. 605201 and P.N. 605201.002 a distance of 24.96’ to a ¾” iron pipe found at the most northeasterly corner of P.N. 605201.001;

THENCE S60°59’11”W along a line running parallel to the northwesterly margin of Factory Street, passing through a ¾” iron pipe found on the line at 115.00’ and continuing a total distance of 459.17’ to a point in the northeasterly property line of P.N. 604301;

THENCE N28°19’34”W along the northeasterly property line of P.N. 604301 a distance of 8.00’ to a ¾” iron pipe found;

THENCE N36°26’04”E along the common property line shared by P.N. 605403 and P.N. 605305 a distance of 172.27’ to a ¾” iron pipe found;

THENCE N42°31’52”E along the common property line shared by P.N. 605403 and P.N. 605305 a distance of 201.28’ to a ¾” iron pipe found at the most northeasterly corner of P.N. 605403;

THENCE S27°35’49”E along the common property line between P.N. 605403 and P.N. 605305 passing through a ¾” iron pipe found at 31.90’ and continuing a total distance of 35.40’ to a ¾” iron pipe found at an angle point in the westerly margin of the (abandoned 11/29/1919) portion of Fairbanks Street (28’ and 40’ wide ROW);

RESOLUTION

Page 3 of 4

Dedicating the Recently Constructed Riverfront Park at the Former Abe Cooper Site as Parkland and Naming the Park Factory Square Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

THENCE N48°45'23"E along the northwesterly margin of Fairbanks Street (40' wide ROW) (abandoned 11/29/1919), a distance of 48.00' to a 3/4" iron pipe found at the intersection of said northwesterly margin and the common northeasterly property line shared by P.N. 605305 and P.N. 605304;

THENCE N27°35'49"W along the common property line shared by P.N. 605304 and P.N. 605305 a distance of 40.93' to a 3/4" iron pipe found;

THENCE N42°31'52"E along the common property line shared by P.N. 605304 and P.N. 605305 a distance of 70.73' to a 3/4" iron pipe found;

THENCE N53°22'13"E along the common property line shared by P.N. 605304 and P.N. 605305 a distance of 262.18' to a 3/4" iron pipe found;

THENCE N63°08'19"E along the common property line shared by P.N. 605304 and P.N. 605305 a distance of 168.87' to a 3/4" iron pipe found at the most northeasterly corner of P.N. 605304;

THENCE S28°04'19"E along the common property line shared by P.N. 605304 and P.N. 650303 a distance of 56.00' to a 3/4" iron pipe found in the northwesterly margin of Fairbanks Street (40' wide ROW);

THENCE S62°55'41"W along the northwesterly margin of Fairbanks Street (40' wide ROW) a distance of 132.78' to a 3/4" iron pipe found;

THENCE S27°04'19"E along the westerly margin of Fairbanks Street and Factory Square, a distance of 133.43' to the point and place of beginning.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby dedicates the land described above as parkland and that the park shall be officially known as Factory Square Park, and

RESOLUTION

Page 4 of 4

Dedicating the Recently Constructed Riverfront Park at the Former Abe Cooper Site as Parkland and Naming the Park Factory Square Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to sign the official boundary map on behalf of the City for submission to the NYSOPRHP.

Seconded by



LWCF-36-01267 AS BUILT MAP

City of Watertown
Black River Parks Development Project - Map 1 of 4

VERIFIED BY: Gayle Underhill-Plumb
Regional Grants Officer
NYS OPRHP
Thousand Island Region
Date: _____

APPROVED BY: Mary Corriveau
City Manager
City of Watertown
New York
Date: _____

**CITY OF WATERTOWN
FACTORY SQUARE PARK
BOUNDARY MAP**

Prepared November 9, 2010



Legend

- Surrounding Buildings
- Park Boundary
- Point Of Beginning
- Bike/Hike Trail
- Bench
- Trash Can
- Parking Lot

RESOLUTION

Page 1 of 3

Dedicating the Recently Constructed Riverfront Park located Near the Pollution Control Plant at the Fairgrounds as Parkland and Naming the Park Fairgrounds Trail Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has received funding from the New York State Office of Parks Recreation and Historic Preservation (NYSOPRHP) for the construction of a riverfront park on land near the Pollution Control Plant at the Fairgrounds, and

WHEREAS the construction of the riverfront park has been completed and includes a riverfront trail, overlook areas, lawn areas, landscaping and various site amenities, and

WHEREAS the NYSOPRHP requires that the City submit a boundary map and officially designate the improved areas as parkland, and

WHEREAS the City Council, at its July 6, 2009 meeting, discussed various park names and agreed that the official name of the new riverfront park in this location should be Fairgrounds Trail Park, and

WHEREAS a boundary map that identifies the area to be designated as parkland has been prepared by the GIS Division of the Information Technology Department and is attached and made part of this resolution, and

WHEREAS a description of the proposed parkland has been prepared as follows:

ALL THAT TRACT or parcel of land situate in the City of Watertown, County of Jefferson, and State of New York and being further described as follows:

RESOLUTION

Page 2 of 3

Dedicating the Recently Constructed Riverfront Park located Near the Pollution Control Plant at the Fairgrounds as Parkland and Naming the Park Fairgrounds Trail Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

BEGINNING at a point at the intersection of the easterly margin of William T. Field Drive (50' wide ROW) and a perimeter chain-link fence line corner; said fence line being a Wastewater Treatment Plant perimeter fence line.

THENCE in a generally easterly direction along said fence line, a distance of about 203.7' to a corner in said fence line;

THENCE in a generally northerly direction along said fence line, a distance of about 287.9' to an angle point in said fence line;

THENCE in a generally northwesterly direction along said fence line, a distance of about 153.9' to an angle point in said fence line;

THENCE in a generally northwesterly direction along said fence line, a distance of about 75.4' to an angle point in said fence line;

THENCE in a generally northwesterly direction along said fence line, a distance of about 69.5' to an angle point in said fence line;

THENCE in a generally westerly direction along said fence line, a distance of about 45.2' to an angle point in said fence line;

THENCE in a generally northwesterly direction along said fence line, a distance of about 451.8' to an angle point in said fence line;

THENCE in a generally northwesterly direction along said fence line, a distance of about 159.3' to an angle point in said fence line;

THENCE in a generally northwesterly, westerly, and southwesterly direction along a curve to the left, a distance of about 465.1' to a point;

THENCE in a generally northwesterly direction, a distance of about 63.1' to a point in the easterly property line of P.N. 8-34-101.000;

RESOLUTION

Page 3 of 3

Dedicating the Recently Constructed Riverfront Park located Near the Pollution Control Plant at the Fairgrounds as Parkland and Naming the Park Fairgrounds Trail Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

THENCE in a generally northeasterly direction along the easterly property line of P.N. 8-34-101.000, a distance of about 127.5' to the most northeasterly corner of P.N. 8-34-101.000;

THENCE in a generally northwesterly direction along the northerly property lines of P.N. 8-34-101.000 and P.N. 8-34-102.000, a distance of about 142.3' to an angle point in the property line of P.N. 8-34-102.000;

THENCE in a generally northeasterly direction along the easterly property of P.N. 8-36-101.000, a distance of about 261.9' to a point in the centerline of the Black River;

THENCE in generally, southeasterly, and southerly directions, up the centerline thread of the Black River as it winds and turns, a distance of about 2,390.6' to a point in the centerline of the Black River;

THENCE in a generally westerly direction, a distance of about 524.5' to a point in the easterly margin of William T. Field Drive;

THENCE in a generally northerly direction along the easterly margin of William T. Field Drive, a distance of about 494.1', to the point and place of beginning.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby dedicates the land described above as parkland and that the park shall be officially known as Fairgrounds Trail Park, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to sign the official boundary map on behalf of the City for submission to the NYSOPRHP.

Seconded by



LWCF-36-01267 AS BUILT MAP

City of Watertown
Black River Parks Development Project - Map 4 of 4

VERIFIED BY: _____

Gayle Underhill-Plumb
Regional Grants Officer
NYS OPRHP
Thousand Island Region

Date: _____

APPROVED BY: _____

Mary Corriveau
City Manager
City of Watertown
New York

Date: _____

**CITY OF WATERTOWN
FAIRGROUNDS TRAIL PARK
BOUNDARY MAP**

Prepared November 9, 2010



Legend

- | | |
|------------------------|--------------------|
| Existing Structures | Bench |
| Fair Trail Fence | Overlook |
| Park Boundary | Kiosk |
| Existing Park Boundary | Trash Can |
| Surrounding Buildings | Bike/Hike Trail |
| Prehistoric Sites | Point Of Beginning |

RESOLUTION

Page 1 of 3

Dedicating the Recently Constructed Riverfront Park near the CitiBus Facility on Newell Street as Parkland and Naming the Park Whitewater Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has received funding from the New York State Office of Parks Recreation and Historic Preservation (NYSOPRHP) for the construction of a riverfront park on land near the CitiBus Facility on Newell Street, and

WHEREAS the construction of the riverfront park has been completed and includes a riverfront trail, an overlook, lawn areas, landscaping and various site amenities, and

WHEREAS the NYSOPRHP requires that the City submit a boundary map and officially designate the improved areas as parkland, and

WHEREAS the City Council, at its July 6, 2009 meeting, discussed various park names and agreed that the official name of the new riverfront park in this location should be Whitewater Park, and

WHEREAS a boundary map that identifies the area to be designated as parkland has been prepared by the GIS Division of the Information Technology Department and is attached and made part of this resolution, and

WHEREAS a description of the proposed parkland has been prepared as follows:

ALL THAT TRACT or parcel of land situate in the City of Watertown, County of Jefferson, and State of New York and being further described as follows:

RESOLUTION

Page 2 of 3

Dedicating the Recently Constructed Riverfront Park near the CitiBus Facility on Newell Street as Parkland and Naming the Park Whitewater Park

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BEGINNING at a point in the westerly property line of P.N. 7-08-302.000; said point being situated S20°15'04"W, a distance of 33.50' from the most northwesterly corner of P.N. 7-08-302.000;

THENCE in a generally northwesterly direction along the existing parking lot curb line, a distance of about 217.7' to a point in the most easterly property line of P.N. 7-08-305.000;

THENCE in a generally northeasterly direction along the easterly property line of P.N. 7-08-305.000, a distance of about 35.2' to a capped 1/2" iron rod found marking the most northeasterly corner of P.N. 7-08-305.000;

THENCE in a generally northwesterly direction along the rear property line of P.N. 7-08-305.000(said rear line is parallel to and 100.00' northerly thereof, the northerly margin of Newell Street); passing through a capped 1/2" iron rod found on line at 243.11' and continuing a total distance of 380.00' to a capped 1/2" iron rod found marking the most northwesterly corner of P.N. 7-08-305.000;

THENCE in a generally northeasterly direction along the westerly property line of P.N. 7-08-307.000, a distance of about 228.5'+/- to a point in the center of the Black River;

THENCE in a generally southeasterly direction up the centerline thread of the Black River as it winds and turns, a distance of about 591.5' to a point in the center of the Black River;

THENCE S20°15'04"W, along a northerly extension of, and a portion of the westerly parcel line of P.N. 7-08-302.000, a distance of about 199.1' to the point and place of beginning.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby dedicates the land described above as parkland and that the park shall be officially known as Whitewater Park, and

RESOLUTION

Page 3 of 3

Dedicating the Recently Constructed Riverfront Park near the CitiBus Facility on Newell Street as Parkland and Naming the Park Whitewater Park

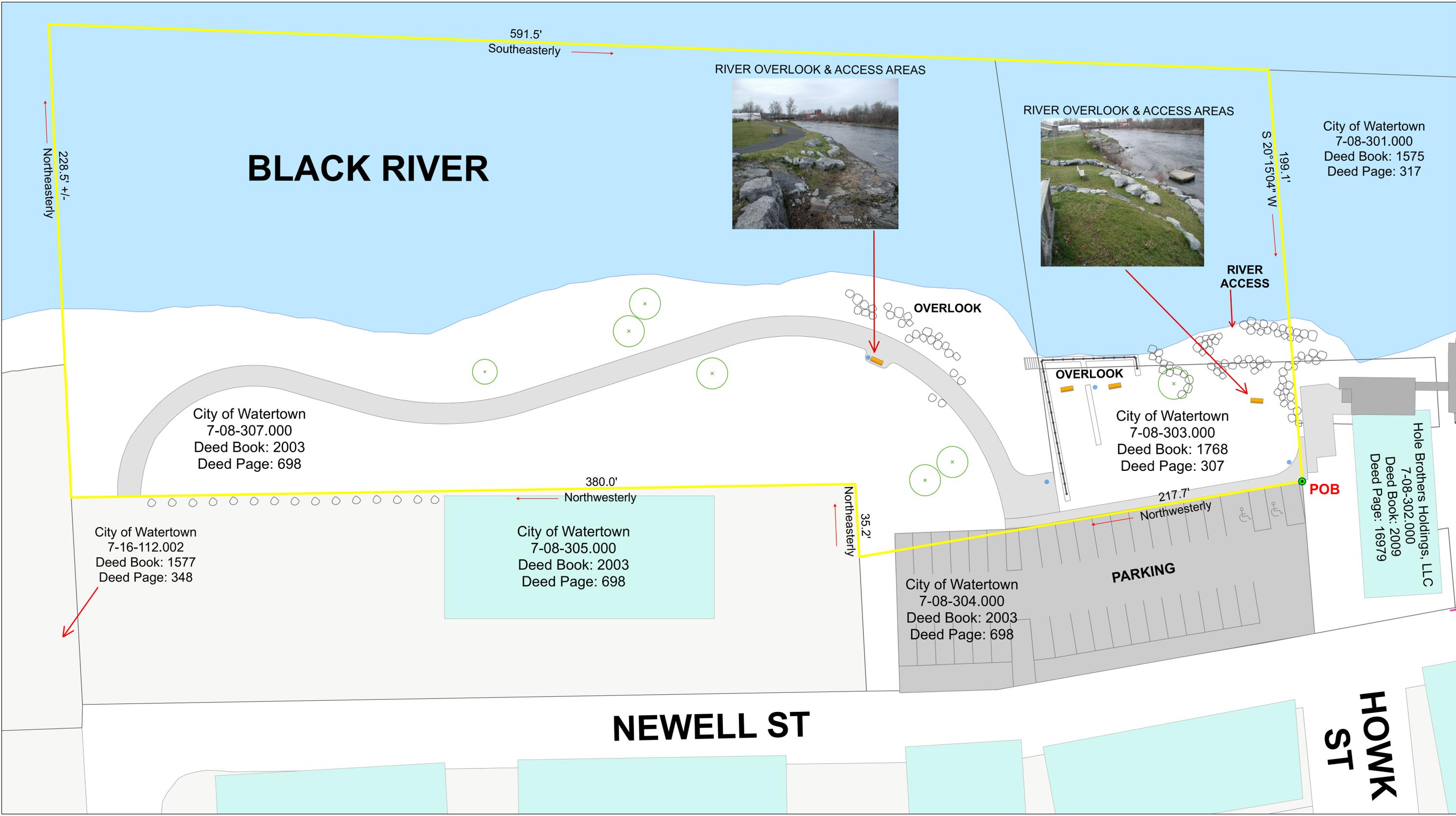
Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to sign the official boundary map on behalf of the City for submission to the NYSOPRHP.

Seconded by



LWCF-36-01267 AS BUILT MAP

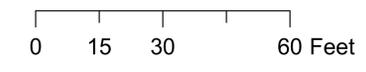
City of Watertown
Black River Parks Development Project - Map 3 of 4

VERIFIED BY: _____
Gayle Underhill-Plumb
Regional Grants Officer
NYS OPRHP
Thousand Island Region
Date: _____

APPROVED BY: _____
Mary Corriveau
City Manager
City of Watertown
New York
Date: _____

**CITY OF WATERTOWN
WHITEWATER PARK (WEST)
BOUNDARY MAP**

Prepared November 9, 2010



Res No. 17

November 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Sidewalk Improvement Special Assessment District No. 7,
Spring and Fall 2011

City Engineer Kurt Hauk has prepared a report for City Council consideration that details the proposed areas to be included in the Sidewalk Improvement Program for the 2011 construction season, which spans two Fiscal Years. Based on the work completed during since July, there is an approximately \$27,000 shortfall in the Capital Budget for the Sidewalk Program to cover the work proposed for District No. 7. In discussing this shortfall with City Comptroller James Mills, there are a number of options available for the City Council regarding approval of this District. These options are detailed in Mr. Hauk's report.

As in previous years, the work performed will be incorporated in a Special Assessment Program that provides property owners with an opportunity to pay the costs associated with the improvements to the sidewalks over a ten-year period. Property owners will have the option of having the City perform the work, hiring a contractor to do the work, or doing the work themselves.

As you will recall, under the Charter, provisions related to Special Assessment programs, the City must send notices to all the property owners telling them that they will be included in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for the proposed sidewalk improvements should be a charge or expense upon the abutting property owner. While the City Council can't officially determine what the charge will be to the property owners until after a public hearing, staff will prepare the notices to property owners using the \$5.25 per sq.ft. price, unless otherwise directed, which is the price charged to those who have participated in the program since the inception of the Sidewalk Improvement Special Assessment.

Once the City Council determines how it would like to move forward with District No. 7, then a Public Hearing needs to be scheduled. The attached resolution instructs staff to send notices to all of the property owners and schedule the Public Hearing for Monday, January 3, 2011, at 7:30 p.m., in City Council Chambers.

RESOLUTION

Page 1 of 1

Sidewalk Improvement Special
Assessment Program, District No. 7

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City Engineering Department has inspected sidewalks within the City of Watertown, and

WHEREAS it has been determined that the condition of sidewalks on certain streets are in need of repair and/or replacement, and

WHEREAS the City Council of the City of Watertown feels it is in the overall public interest to provide property owners within the City of Watertown with an opportunity to pay for said repair/replacement work through a Special Assessment Program,

NOW THEREFORE BE IT RESOLVED that a public hearing will be held on Monday, January 3, 2011, at 7:30 p.m. at which time property owners included in the Special Assessment Program will have an opportunity to make comments on whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the City Engineering Department will send notices to all property owners notifying them of their inclusion in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the properties included in the Sidewalk Special Assessment Program, District No. 7, detailed on the attached report, which is made a part of said resolution.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: November 12, 2010

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer *KWA*

SUBJECT: Proposed 2011 Sidewalk District #7

The Engineering Department has evaluated and recommends the following areas for the Summer-Fall 2011 Sidewalk District #7. The properties constituting District #7 are listed in the enclosed report and total approx. 17,740 SF of sidewalk.

A public hearing will need to be scheduled for January 3, 2011 at which time the City Council will set the rate each property owner will be charged at that meeting. The current rate is \$5.25/SF.

After the November 15, 2010 meeting, each property owner will be sent a copy of their inspection report and the estimate for repairs based on the current \$5.25/SF rate. They will also receive paperwork explaining the Sidewalk Program, the Special Assessment District, and a contact number for any questions. Once the actual rate for District #7 is determined, if there is a change, revised estimates will be sent based on the new rate.

Discussions with the Comptroller have highlighted a difference of \$27,000 in the Sidewalk Program that would not be covered under the current budget appropriation. This gives the Council several options on how to proceed.

1. Council could agree to fund the difference with the FY 11-12 budget appropriation.
2. Council can reduce the size of the proposed district to meet the current appropriation. This would require an additional district to be created after July 1, 2011 to continue to work for the remaining construction season.
3. The Square Foot charge could be increased to cover the difference.
4. The General Fund budget could be revised to include the additional transfer to the Capital Fund

PROPOSED SIDEWALK PROJECT WORK AREAS FOR 2011

October 1, 2010

Proposed By: Sean O'Connor

The purpose of this report is to provide information so that the next locations can be chosen for District #7 of the sidewalk program.

As seen by the following pictures most of the problems with the sidewalks are your standard separation, wrong slope and heaving problems. Surface problems, i.e. spalling, cracks, and edges and improper material also occur throughout the district.

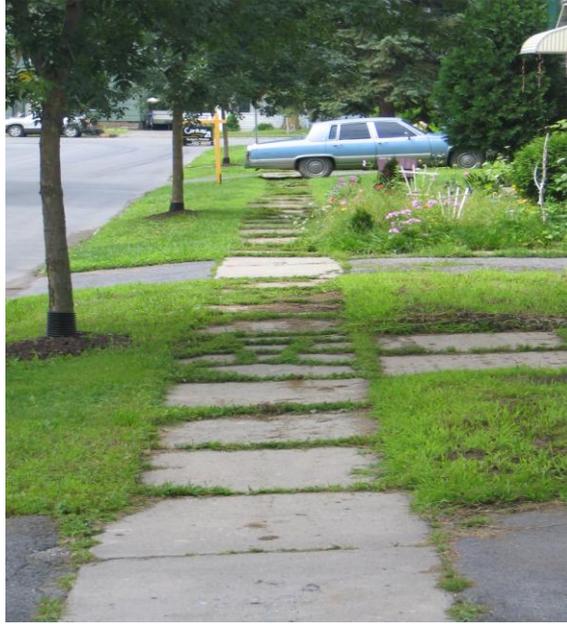
New York Ave



Summer St.



Frontenac St.



Mohawk St.



Superior St.



Table A: Estimated Area of Work Per Street

Street	Approx. Total SF Area	% Non-chargeable SQFT	Est. LF of Work	Est. SF Area Of Work
District #7				
Railroad St	521	5%	124	496
Meade St	706	5%	168	672
Frontenac St	2785	5%	663	2652
Superior St 800 & 900 Blocks	4788	5%	1140	4560
Summer St.	2184	5%	520	2080
Mohawk St.	2365	5%	563	2252
New York Ave.	2655	5%	632	2528
Main St W.	2625		625	2500
Total	18625		4435	17740

A three person DPW crew, along with 2 temporary seasonal workers will suffice for the summer with the work that is presented. Based on 18000 SQ/FT district, a 5 person crew should produce 900 - 1000 SQFT/week taking into account bad weather and delays. This would approximately take 20-22 weeks. The start date for District 7 is tentatively set for April 30th, and could carry into October.

Proposed Residents in District #7:
Please Reference Attached:

SIDEWALK PROGRAM
DISTRICT 7

Parcel	Street Address	Street
1-20-115.000	14	Summer St
1-20-115.000	14	Summer St
1-20-118.000	912	Summer St
1-20-118.000	912	Summer St
1-20-119.000	916	Summer St
1-20-119.000	916	Summer St
1-20-117.000	917	Summer St
1-20-120.000	920	Summer St
1-20-120.000	920	Summer St
1-20-121.000	924	Summer St
1-20-122.000	928	Summer St
1-20-114.000	929	Summer St
1-20-123.000	932	Summer St
1-20-113.000	933	Summer St
1-20-113.000	933	Summer St
1-20-124.000	936	Summer St
1-20-124.000	936	Summer St
1-20-112.000	937	Summer St
1-20-125.000	940	Summer St
1-20-111.000	943	Summer St
1-20-110.000	947	Summer St
1-20-110.000	947	Summer St
1-20-312.000	80	Mohawk St
1-20-312.000	80	Mohawk St
1-20-311.000	83	Mohawk St
1-20-311.000	83	Mohawk St
1-20-141.000	513	Mohawk St
1-20-141.000	513	Mohawk St
1-16-411.000	516	Mohawk St
1-16-412.000	522	Mohawk St
1-16-412.000	522	Mohawk St
1-20-139.000	523	Mohawk St
1-20-139.000	523	Mohawk St
1-20-138.000	525	Mohawk St
1-16-311.000	610	Mohawk St
1-20-314.000	613	Mohawk St
1-20-314.000	613	Mohawk St
1-16-312.000	614	Mohawk St
1-16-312.000	614	Mohawk St
1-16-313.000	620	Mohawk St
1-16-314.000	622	Mohawk St
1-16-314.000	622	Mohawk St
1-16-406.000	513	Frontenac St
1-16-209.000	514	Frontenac St
1-16-405.000	515	Frontenac St
1-16-404.000	519	Frontenac St

SIDEWALK PROGRAM
DISTRICT 7

Parcel	Street Address	Street
1-16-210.000	522	Frontenac St
1-16-403.000	523	Frontenac St
1-16-211.000	524	Frontenac St
1-16-402.000	529	Frontenac St
1-16-402.000	529	Frontenac St
1-16-112.000	606	Frontenac St
1-16-305.000	609	Frontenac St
1-16-113.000	610	Frontenac St
1-16-113.000	610	Frontenac St
1-16-304.000	613	Frontenac St
1-16-304.000	613	Frontenac St
1-16-114.000	616	Frontenac St
1-16-115.000	620	Frontenac St
1-16-115.000	620	Frontenac St
1-16-303.000	621	Frontenac St
1-16-302.000	625	Frontenac St
1-16-301.000	629	Frontenac St
1-16-301.000	629	Frontenac St
1-16-208.001	V L	Frontenac St
1-20-206.000	508	Cayuga Ave
1-20-207.000	512	Cayuga Ave
1-20-207.000	512	Cayuga Ave
1-20-208.000	514	Cayuga Ave
1-20-208.000	514	Cayuga Ave
1-21-202.000	521	Cayuga Ave
1-20-209.000	522	Cayuga Ave
1-20-209.000	522	Cayuga Ave
1-20-506.000	602	Cayuga Ave
1-21-108.001	603 Rear	Cayuga Ave
1-21-108.000	603	Cayuga Ave
1-20-507.000	606	Cayuga Ave
1-20-507.000	606	Cayuga Ave
1-21-107.000	607	Cayuga Ave
1-21-107.000	607	Cayuga Ave
1-20-508.000	610	Cayuga Ave
1-21-106.000	611	Cayuga Ave
1-20-509.000	614	Cayuga Ave
1-21-105.000	615	Cayuga Ave
1-20-510.000	618	Cayuga Ave
1-21-104.000	619	Cayuga Ave
1-21-104.000	619	Cayuga Ave
1-21-103.000	621	Cayuga Ave
1-21-103.000	621	Cayuga Ave
1-21-101.000	631	Cayuga Ave
1-21-101.000	631	Cayuga Ave
1-20-203.000	1014	Railroad St

SIDEWALK PROGRAM
DISTRICT 7

Parcel	Street Address	Street
1-20-204.000	1018	Railroad St
1-20-205.000	1022	Railroad St
1-15-111.000	610	Meade St
1-15-111.000	610	Meade St
1-15-220.000	520	Meade St
1-15-221.000	526	Meade St
1-16-102.000	613	Meade St
1-16-201.000	529	Meade St
1-16-204.000	509	Meade St
1-20-130.000	22	Superior St
1-20-130.000	22	Superior St
1-16-214.000	25	Superior St
1-20-403.000	111	Superior St
1-16-103.000	802	Superior St
1-16-103.000	802	Superior St
1-16-104.000	804	Superior St
1-16-105.000	810	Superior St
1-16-107.000	816	Superior St
1-16-108.000	818	Superior St
1-16-108.000	818	Superior St
1-16-109.000	824	Superior St
1-16-109.000	824	Superior St
1-16-110.000	828	Superior St
1-16-110.000	828	Superior St
1-16-213.000	829	Superior St
1-16-111.000	832	Superior St
1-16-212.000	833	Superior St
1-16-212.000	833	Superior St
1-16-306.000	840	Superior St
1-16-401.000	841	Superior St
1-16-417.000	845	Superior St
1-16-416.000	847	Superior St
1-16-308.000	850	Superior St
1-16-415.000	851	Superior St
1-16-309.000	854	Superior St
1-16-414.000	855	Superior St
1-16-414.000	855	Superior St
1-16-413.000	857	Superior St
1-16-413.000	857	Superior St
1-16-310.000	858	Superior St
1-20-137.000	901	Superior St
1-20-301.000	902	Superior St
1-20-301.000	902	Superior St
1-20-302.000	904	Superior St
1-20-303.000	908	Superior St
1-20-135.000	909	Superior St

SIDEWALK PROGRAM
DISTRICT 7

Parcel	Street Address	Street
1-20-135.000	909	Superior St
1-20-135.000	909	Superior St
1-20-304.000	912	Superior St
1-20-134.000	913	Superior St
1-20-305.000	916	Superior St
1-20-133.000	917	Superior St
1-20-133.000	917	Superior St
1-20-401.000	924	Superior St
1-20-131.000	927	Superior St
1-20-131.000	927	Superior St
1-20-402.000	928	Superior St
1-20-129.000	933	Superior St
1-20-404.000	936	Superior St
1-20-128.000	937	Superior St
1-20-128.000	937	Superior St
1-20-405.000	942	Superior St
1-20-127.000	943	Superior St
1-20-501.000	1002	Superior St
1-20-213.000	1005	Superior St
1-20-502.000	1006	Superior St
1-20-503.000	1010	Superior St
1-20-211.000	1013	Superior St
1-20-504.000	1014	Superior St
1-20-505.000	1016	Superior St
1-20-210.000	1019	Superior St
1-16-106.000	M34	Superior St
1-16-307.001	VL	Superior St
1-20-212.000	VL	Superior St
1-16-205.000	VL-2	Main St W
1-16-205.001	808	Main St W
1-16-206.000	826	Main St W
1-16-207.000	828	Main St W
1-16-207.001	838	Main St W
1-16-207.001	838	Main St W
1-16-208.000	848	Main St W
1-16-407.000	862	Main St W
1-16-408.000	866	Main St W
1-16-408.000	866	Main St W
1-16-409.000	872	Main St W
1-16-410.000	882	Main St W
1-20-101.000	902	Main St W
1-20-101.001	906	Main St W
1-20-101.001	906	Main St W
1-20-102.000	918	Main St W
1-20-102.000	918	Main St W
1-20-103.000	926	Main St W

SIDEWALK PROGRAM
DISTRICT 7

Parcel	Street Address	Street
1-20-103.000	926	Main St W
1-20-104.000	930	Main St W
1-20-104.000	930	Main St W
1-20-105.000	940	Main St W
1-20-105.000	940	Main St W
1-20-106.000	946	Main St W
1-20-106.000	946	Main St W
1-20-107.000	950	Main St W
1-20-108.000	960	Main St W
1-20-108.001	956	Main St W
1-20-109.000	508	New York Ave
1-20-126.000	522	New York Ave
1-20-214.000	527	New York Ave
1-20-215.000	521	New York Ave
1-20-216.000	517	New York Ave
1-20-217.000	513	New York Ave
1-20-217.000	513	New York Ave
1-20-218.000	509	New York Ave
1-20-406.000	606	New York Ave
1-20-406.000	606	New York Ave
1-20-408.000	618	New York Ave
1-20-410.000	121	New York Ave
1-20-515.000	631	New York Ave
1-20-516.000	627	New York Ave
1-20-517.000	623	New York Ave
1-20-517.000	623	New York Ave
1-20-518.000	619	New York Ave
1-20-518.000	619	New York Ave
1-20-519.000	615	New York Ave
1-20-519.000	615	New York Ave
1-20-520.000	609	New York Ave
1-22-101.000	144	New York Ave
1-22-101.000	144	New York Ave
1-22-102.000	143	New York Ave
1-22-102.000	143	New York Ave
1-22-103.000	140	New York Ave
1-22-103.000	140	New York Ave
1-22-104.000	628	New York Ave
1-22-104.000	628	New York Ave
1-22-217.000	108	New York Ave
1-22-218.000	107	New York Ave
1-22-218.000	107	New York Ave
1-22-219.000	106	New York Ave
1-22-219.000	106	New York Ave
1-22-220.000	104	New York Ave
1-22-220.000	104	New York Ave

SIDEWALK PROGRAM
DISTRICT 7

Parcel	Street Address	Street
1-22-221.000	103	New York Ave
1-22-221.000	103	New York Ave

Local Law No. 4

November 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Local Law No. 4 of 2010, Amendments to the City Code, Chapter 81, Animals, Dog Licensing

On June 22, 2010, Governor Paterson signed a measure into law as part of the 2010-2011 State Budget that moves the remainder of the dog licensing function required by Article 7 of the Agriculture and Markets Law to local governments. On September 21, 2010, City Clerk Donna M. Dutton and I had an opportunity to meet with the Town Clerks, Town Supervisors and representatives from Jefferson County to discuss the steps that need to be taken to transition to this new way of doing business.

The City Clerk's Office is prepared to undertake the additional responsibilities shifted from the State to the City. In order to comply with the new regulations adopted by the State, amendments need to be made to the City Code, Chapter 81, Animals. Mrs. Dutton and I have met with City Attorney James Burrows and discussed the Code changes that need to be made to allow the City to issue dog licenses after January 1, 2011. The attached Local Law enumerates the changes that need to be incorporated into City Code. A synopsis of the NYS Dog Licensing Laws is attached for City Council review.

As part of this modification, the fees for spayed or neutered dogs will be raised to \$10.00, which includes a \$1.00 surcharge required by the State. The fee for unsprayed or unneutered dogs will be \$20.00 which includes a \$3.00 surcharge. These increased fees will bring the City's fees in line with those charged by the Towns in Jefferson County.

Prior to considering this Local Law, a Public Hearing must be held. Staff is recommending that a hearing be scheduled for Monday, December 6, 2010 at 7:30 p.m. to hear public comment on the proposed changes to the City Code related to Dog Licensing.

Page 1 of 3

Amending City Code Chapter 81,
Animals

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown hereby finds that in view of the new State Laws imposing increased responsibility on the City for the licensing of dogs that it is necessary to revise prior regulations with respect to licensing of dogs,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown that §81-1, Licensing of Dogs is amended to read as follows:

No person shall own or harbor a dog except as provided herein.

- (a) All dogs in the City of Watertown unless otherwise exempted, must be licensed with the City Clerk by the age of 4 months, have license tags, and are required to present a current Certificate of Rabies at the time of licensing or the renewal of an existing license. Dogs of any age which are held at a shelter, pursuant to a contract or agreement with the County of Jefferson or a duly incorporated society for the prevention of cruelty to animals, humane society or dog protective association do not have to be licensed.
- (b) Any dog harbored within the City of Watertown which is owned by a resident of New York City or licensed by the City of New York, or which is owned by a non-resident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of thirty (30) days be exempt from the licensing and identification provisions of this local law.
- (c) All dog licenses shall be for a period of one (1) year and will expire at the end of the month one (1) year from the date of issue. Municipal identification tags will be issued by the City Clerk.
- (d) Fees for Licensing Dogs: The fee for a spayed or neutered dog will be \$10.00, (which includes the assessment of a \$1.00 surcharge for the purpose of carrying out animal population control) and the fee for an un-spayed or un-neutered dog

Amending City Code Chapter 81, Animals

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

will be \$20.00, (which includes the assessment of a \$3.00 surcharge for the purpose of carrying out animal population control) with such fees being reviewed by the City Council periodically and which may be changed by a resolution of the City Council, if deemed necessary.

- (e) Enumeration Fee: When, and if, the City Council determines the need for a dog enumeration, a fee of \$5.00 will be assessed to all dogs found unlicensed, or upon license renewal, at the time the enumeration is conducted.
- (f) Purebred/Kennel License: The City of Watertown will not be issuing Purebred or Kennel Licenses. All dogs will be licensed individually as per fee system stated above.
- (g) Service Dogs: The City of Watertown will issue exempt license(s) for any guide dog, service dog, hearing dog, detection dog, search dog, working dog or therapy dog upon presentation of a current Certificate of Rabies.
- (h) The City of Watertown does not authorize the licensing of dogs by a shelter.
- (i) All dog licenses and municipal identification tags may be purchased by visiting the City Clerk’s office or by regular mail. If licensing or renewing a license by mail, the appropriate fee must accompany the forms. There will be NO refund of fees.
- (j) All fees will be used in funding the administration of this Chapter.

BE IT FURTHER ORDAINED that this Local Law shall repeal and supersede all prior Local Laws, Ordinances, Rules and Regulations relative to the licensing of dogs within the City of Watertown, and

BE IF FURTHER ORDAINED that if any part of this Chapter shall be found to be void, voidable, or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any remaining section or provision of this Chapter, and

Page 3 of 3

Amending City Code Chapter 81,
Animals

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER ORDAINED that a public hearing was held on this amendment on December 6, at 7:30 p.m. in the City Council Chambers, and

BE IT FURTHER ORDAINED that this Local Law will be immediately filed in the Office of the Secretary of State and shall take effect on January 1, 2011.

Seconded by

NYS DOG LICENSING LAW CHANGES

Effective January 1, 2011

On June 22, 2010, Governor Paterson signed a measure into law as part of the 2010-2011 State Budget that moves the remainder of the dog licensing function required by Article 7 of the Agriculture and Markets Law to the level of local government. **As a result, the existing roles of both county government and the New York State Department of Agriculture and Markets (NYSDAM) in the licensing of dogs will be eliminated on January 1, 2011.** At the request of local stakeholders led by the NYS Town Clerks' Association and the Association of Towns of the State of New York, the information below is designed to assist local government, shelters and dog control personnel to prepare for these pending changes.

BACKGROUND

Over the past two years, all state agencies have been required to significantly reduce state operations spending. It is likely that additional operating reductions will be required moving into 2011. Over the same timeframe, staffing at NYSDAM has also been impacted. Without appropriate action to mitigate the costs of non-essential services, these cuts could directly jeopardize public health and safety.

The Department's Division of Animal Industry (which currently oversees the statewide Dog Licensing System) must prioritize highly-contagious animal and human diseases like Avian Influenza (Bird Flu), Tuberculosis, Brucellosis and Chronic Wasting Disease. The elimination of the state's role in dog licensing is to ensure that resources for animal disease programs will not be jeopardized. The revised Article 7 provides new revenue and greatly expanded programmatic flexibility to assist localities in managing this transition.

OVERVIEW

Part T of Chapter 59 of the Laws of 2010 provides for the elimination of NYSDAM's dog licensing functions, including the agency's centralized Dog Licensing System (DLS). You can download a copy of this law on the NYSDAM website at <http://www.agmkt.state.ny.us/AI/DogLic.html>. Procurement of new municipal dog tags – as well as the tracking and issuance of license renewals – will be the responsibility of each local government currently authorized to issue licenses.

In order to offset costs associated with this requirement, Part T eliminates the current revenue-sharing structure (between localities, counties and NYSDAM) and directs 100% of the revenue associated with dog licensing to the town/city where it is raised. In addition, the new statute builds a great deal of local flexibility into Article 7, which will allow municipalities to enact local laws or ordinances that best suit the unique character of their administrative structure and constituencies.

CHANGES REQUIRING LOCAL ACTION BEFORE JANUARY 1, 2011

As a part of this new flexibility, Part T repeals a significant portion of state-level mandates in terms of licensing fees, exemptions, enumeration fee caps and penalties. **Therefore it is crucially important to recognize that local government action will be necessary to determine local fees and other policies prior to January 1, 2011.** Without such action, you will not be able to ensure the continuity of revenue used to pay for the licensing function. For example, because the new law removes

the state's base fees for licenses (\$2.50 and \$7.50), municipalities will need to establish a local dog licensing fee schedule that compensates for the absence of this statutory fee.

Below are the primary provisions of the new law requiring local board or council action. However, please note that this is a general guidance document only. **It is strongly recommended that Part T be reviewed by your respective municipal attorneys and administrative staff as soon as possible.**

As of January 1, 2011:

1. Municipalities may forego the 30-day licensing exemption for out-of-state dogs (*page 11, line 20*). Currently, this requirement is mandated.
2. County governments may administer dog licensing programs for municipalities within their jurisdiction (*page 11, line 44*). This is an optional provision and subject to agreement between these two levels of government. Absent such an agreement, local governments will still be responsible for the dog licensing function.
3. Municipalities will issue municipal identification tags for dogs within their jurisdiction (*page 12, line 6*). State tags issued prior to January 1, 2011 will remain valid, but after that date state tags must not be issued.
4. Municipal tags must include the name of the municipality, "New York State," and municipal contact information (including telephone number). However, other information may be included on the tag as deemed appropriate (*page 12, line 10*).
5. Municipalities must pro-actively authorize shelter managers to accept dog license applications (*page 13, line 51*). Currently, shelters receive this authorization from NYSDAM. This provision is especially important if your town/city currently provides sheltering services via contract with an SPCA, Humane Society or other shelter that currently licenses dogs.
6. Municipalities may require additional information on dog license applications (*page 14, line 3*). Generic versions of the existing DL-1 and other forms will be made available at http://www.agmkt.state.ny.us/AI/municipal_doglic_toolkit.html.
7. Municipalities may provide for the issuance of purebred licenses (*page 16, line 13*). While no longer mandated to do so pursuant to Article 7, those opting to establish a purebred licensing structure must assess at least \$3.00 on each license to be submitted to the Animal Population Control Fund.
8. Municipalities must establish local dog license fees (*page 16, line 20*). Fee levels are almost entirely at local discretion; however a \$5 differential must be maintained between licenses for altered vs. unaltered dogs (*page 16, lines 22-24*). Perhaps more than any other consideration by your town/city, it is crucial that such fees are enacted locally before the new law takes effect. **Without such action, you will be without a revenue stream to offset the costs associated with licensing, sheltering and dog control.** Localities will also be able to issue license refunds and pro-rate licenses to assist in the transition away from state involvement in the licensing process.

9. Municipalities may exempt guide dogs and other service dogs from license fees (*page 16, lines 32-38*) but are not required to do so. Because current law mandates this exemption, your town/city will need to proactively do so in order for the exemption to remain effective.
10. Municipalities must collect a surcharge on licenses to be deposited in the NYS Animal Population Control Fund. This surcharge must be at least \$1 dollar for altered dogs and at least \$3 for unaltered dogs (*page 16, lines 39-45*). Currently the law only requires a \$3 assessment on licenses for unaltered dogs. Please see the separate guidance document on the new NYS Animal Population Control Program for more details.
11. Licensing municipalities may provide for assessment of other surcharges for costs associated with enumeration and other items (*page 16, line 46 through page 17, line 5*).
12. Municipalities may exempt dogs in dog shows from having to wear ID tags (*page 17, line 17*). Because current law mandates this exemption, your town/city will need to proactively do so in order for the exemption to remain effective.
13. Municipalities opting to offer purebred licenses may provide purebred tags (*page 17, line 31*). Existing law allows any number of tags to be imprinted with the same number as a given purebred license. This too will have to be proactively prescribed in local law if your town/city decides to offer purebred licenses and issue tags in this manner.
14. Municipalities may issue special tags for guide dogs if desired (*page 17, lines 44-50*). Current law requires NYSDAM to provide such tags – in addition to the standard ID tag – upon request, and also requires NYSDAM to prescribe the shape, size, color, and form of imprint of the tag. This will now be a local option to be included in a local law or ordinance if desired. *
15. As is the case in current law, municipalities may set impoundment fees to a level beyond \$10, \$20 and \$30 respectively, based on number of offenses (*page 26, lines 10-22*). However, because the new statute uses these numbers as a “floor,” municipalities must establish increased fees *at or above* these amounts. If there is no pre-existing local law or ordinance and no new action is taken in this regard, the “floor” fee must be utilized.
16. Monetary penalties for a violation of Article 7 may now be set by the courts at a level beyond \$25, \$50 and \$100 respectively, based on number of offenses (*page 27, lines 35-56 through page 28, lines 1-2*). While current law prohibits the assessment of monetary penalties beyond these amounts, the new statute uses these numbers as a “floor,” that allows judicial discretion to establish increased monetary penalties beyond that amount. While not requiring board/council action, municipalities should keep this in mind while considering other local actions based on the above guidance.

**PLEASE NOTE – On page 17, lines 51-52 a technical drafting error failed to strike the current provision requiring NYSDAM to provide these tag free of charge. This technical error will be addressed legislatively at the earliest opportunity. Please do not rely upon NYSDAM to provide these tags.*

TIMELINES

Perhaps equally as important as the consideration and enactment of local laws governing dog licensing is the ability for clerks to coordinate the transfer and organization of their towns existing dog

licensing data with NYSDAM's Dog Licensing System (DLS). Various timelines for decommissioning the DLS system have been established.

All local licensing entities should take note of these timelines, as they will assist you in making the transition to municipal licensing systems as smooth as possible. All inquiries regarding electronic data should be made to Wendy Scheening, Assistant Director of Information Services, at wendy.scheening@agmkt.state.ny.us or 518-457-7368.

1. Data extracts are now available for municipalities seeking such information for incorporation into municipal databases and other software systems. These extracts are available via the "Data Extract" button in the DLS Reporting menu, and can be retrieved as needed until December 29, 2010. This is advisable for the following reasons:
 - i. NYSDAM's subscription to Clean Address, a software program that confirms addresses entered through the online system, will expire on July 31, 2010.
 - ii. NYSDAM's contract with Logic Technologies, Incorporated (LTI) for DLS programming services has ended. This means that Earle Flynn is no longer available to provide technical services to DCO's, shelters and clerks. Any questions or issues need to be directed to Wendy Scheening (see contact information above).
2. Renewals. NYSDAM will print and mail renewals through the month of November, 2010. These would be renewals for dog licenses that expire in December. **Municipalities will be responsible for issuing renewals starting with licenses that will expire on January 31, 2011.**
3. NYSDAM will accept paper renewals and licenses until December 5, 2010. This will allow for NYSDAM entry of these licenses by December 29, 2010 to the extent possible. This data entry work will consist of new and renewed licenses that expire on or before November 30, 2010. **Because of this timeline, it is crucial that local governments obtain data extracts described above before December 5, 2010 in order to assume the renewal responsibility with as little disruption as possible.**
4. The last date for NYS replacement and purebred dog tag orders will be December 31, 2010.

WHAT DOES NOT CHANGE ON JANUARY 1, 2011

Despite the comprehensive changes to Article 7 listed above, there are a number of provisions that will remain effective in 2011:

1. All localities currently authorized to issue licenses in New York State will remain required to do so. Currently, this includes 932 town clerks, 61 city clerks and 40 village clerks (in Nassau, Westchester, Rockland and Wayne counties)
2. Dogs must be licensed.
3. All dogs must have license tags.
4. Proof of rabies vaccination will still be required prior to licensure.

5. Licensing exemptions for senior citizens will still be made at the discretion of the municipality.
6. All laws in relation to dangerous dogs will remain the same (note, however, that the sections of law regarding dangerous dogs have been renumbered).
7. Deer and night quarantine authorization will remain at the discretion of the licensing municipality.
8. All licensing municipalities will still be required to have a dog control officers (DCOs) under municipal supervision.
9. Exemptions.
 - i. New York City will still oversee its own licensing program.
 - ii. Dogs at veterinary hospitals or research institutions remain exempt.
 - iii. Wholesale dog breeders licensed with United States Department of Agriculture remain exempt.
10. Dog licensing revenue must still be used to control dogs, enforce Article 7 and local dog laws, subsidize spay/neuter initiatives and finance humane education programs in responsible dog ownership.
11. While the ability to raise penalties for Article 7 violations has been made discretionary, the type of violations for which penalties may be assessed remains largely the same. Such violations include failure to license or identify a dog, failure to notify a new municipality upon relocation, refusal to accommodate on-duty service dogs and offenses to service dogs and handlers.
12. All existing local laws regarding dogs will still be recognized. The breed-specific prohibition also remains intact.
13. Dog control and shelter services must be provided by the licensing municipality.
14. NYSDAM will retain regulatory authority over DCO's, municipal shelters, and all violations in relation to these entities.
15. Local governments will still not be required spend more than they receive from their dog licensing programs.

Tabled

November 12, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Health Insurance Plan Design Changes

The attached report was provided to the City Council as part of the October 4, 2010 agenda. As requested by City Council at the September 7, 2010 meeting, Staff has completed the research on the sunset provision proposed by Council Member Jeffrey M. Smith.

This matter was discussed briefly at the October 12, 2010 work session and again at the November 15, 2010 work session. If the City Council is prepared to take action on this Resolution, a motion is in order to take this item from the table.

September 7, 2010

RESOLUTION

Page 1 of 1

Approving Amendments to the City of Watertown Health Insurance Plan Design

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

Council Member Roxanne M. Burns

WHEREAS the City of Watertown provides health insurance for its employees under a self-funded health insurance plan, and

WHEREAS the plan design was negotiated between the City of Watertown and its three Unions at the time the City became self-insured, and

WHEREAS as part of the negotiations the City established a Health Insurance Advisory Committee whose charge is to monitor the health insurance plan and its finances, and as part of those negotiations also established a process for proposing changes to the City's plan structure, and

WHEREAS the City's Health Insurance Advisory Committee has followed the required steps, and made a proposal to the City Council for consideration,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the changes detailed in the Proposed Plan Design Changes document, which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that these proposed design changes will be effective for services provided on or after January 1, 2011.

Seconded by Council Member Teresa R. Macaluso

September 29, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Health Insurance Plan Design Changes

During the August 9, 2010 City Council work session, the City's Health Insurance Advisory Committee presented for City Council consideration, a number of plan design changes to the City's Health Insurance Plan. This issue first came to the City Council on February 2, 2009. At that time, the City Council unanimously concurred to hold off considering these proposals until after reviewing the proposed 2009-10 Budget. Following that discussion with the City Council, the Health Insurance Advisory Committee met again and modified their proposal and in November 2009 it came before the City Council, at which time no action was taken.

As a result of the discussions that occurred on August 9, 2010, staff was asked to prepare a resolution that incorporates the following changes agreed upon by the City Council: add a National Provider Network; add coverage for Cardiac Rehabilitation; revise Multiple Surgery Benefit and add coverage for Air Ambulance (with protocols).

At the September 7, 2010 meeting, Staff presented the attached resolution for Council consideration and approval. At that time, we were asked to research to see if a sunset provision can be added to the language incorporating these proposed plan amendments.

After talking with POMCO regarding the proposed sunset provision, they have indicated that from a claims payment and compliance perspective the City can implement a sunset provision. However, from a health care reform standpoint, the regulations do not specifically address if providers are allowed to increase benefits and then reduce these benefits at a later date (even though we would be offering the same level of benefits in place today, following the sunset).

The clause in the reform act that causes a specific conflict is that a plan cannot implement changes that result in the "Elimination of all or substantially all benefits to diagnose or treat a particular condition." Under this clause, revoking cardiac rehab, once implemented could cause an issue relative to grandfather status; this is the one change that is being proposed which is specifically addressed in the new health care legislation.

Overall, increasing benefits for a period of time, and then reverting back to the benefits in place today does not align completely with the intent of health care reform. Further clarification is needed on this topic from the government to determine if revoking benefits as part of a sunset provision would be acceptable.

It is possible to move forward with the amendment including a sunset provision; one option is to extend the sunset provision to 2014, when losing grandfather status becomes irrelevant. If the Council wants to implement an earlier sunset date, then the safest way to move forward would be to have the sunset provision apply to all of the changes except cardiac rehab. However, there is no guarantee that our grandfathering status would not be in jeopardy. If we lose our grandfathering status, we will be required to:

Add coverage for the following: Routine Colonoscopy, Immunizations for both adults and children, Routine Vision Care

Increase coverage for the following to pay in full at the In-Network Level, all currently take deductible and copayment: Routine Adult Physical, Routine Well-Child, Routine Well-Woman, Routine Labs, Routine Mammography, Routine Prostate, Routine Vision Benefit

Increase Out-of-network Physician ER to the same level as in-network: In-network currently pays in full, Out-of-network pays at 80% subject to deductible

The annual estimated cost associated with providing these increased benefits due to the loss of grandfathered status is approximately \$100,000.

Staff is prepared to move forward with whatever changes the City Council wishes to implement. If the City Council wishes to implement a sunset provision, I would recommend that this modification in the proposal presented be taken back to the Health Insurance Committee to determine if, based on the proposed changes they are still recommending implementation of the proposed plan design changes.

PROPOSED PLAN DESIGN CHANGES

Packet modified based on feedback received during August 9, 2010 City Council session

Presented by:

City of Watertown Health Insurance Committee

Executive Summary

The City of Watertown Health Insurance Committee presents the following plan changes. The annual cost information included is based on 7/1/08-4/30/09 claims experience and the percentage represents overall cost for the 2008/2009 year.

For further detail on the current and proposed plan benefits, please review the pages following this summary.

Page #	Proposed Plan Change	Projected Plan Impact*	Other Benefits (Not Considered in Cost Estimate)
3	Add a National Provider Network	\$8,020 annual savings (considers 2009/2010 PPO Utilization) .12% Decreased Cost	
4	Add coverage for Cardiac Rehabilitation	\$4,600 annually .07% Increased Cost	Prevent repeat events Prevent future hospital stays Decreased time to return to work Improved overall health and risk reduction
5	Revise Multiple Surgery Benefit	\$65,300 annually 1.0% Increased Cost	Decreased costs associated with additional operative sessions Decreased time employees are absent from work
6	Add coverage for Air Ambulance	\$5,800 annually .09% Increased Cost	Decreased risks and costs associated with delayed treatment

*The above illustration and subsequent contents of this presentation represent estimated cost avoidance savings in year one only based on current plan experience, enrollment and trends. Once these savings are in place, the base cost of the plan will be lowered; therefore you will realize the hard dollar savings of these changes year over year. However, cost increases including healthcare inflation will still affect the total cost of the plan. Because healthcare inflation can account for as much as a 10-12% increase per year, consideration of a CPI index to some of the co-payment items would assist in keeping the cost avoidance for in line for future years.

National Provider Network

Current Network

There is opportunity for plan savings by adding a national provider network. It is most cost effective for the plan when members obtain services from network providers. The City of Watertown health plan members currently access the following provider network.

- POMCO Provider Network
- 45,000 providers
- Tri-State Area (NY, NJ, CT)

Proposed Additional Network

In addition to the POMCO network, add a national network that gives members greater access to participating providers. This is especially applicable to retirees and other members who live out of state. With this additional network, members can access the following networks:

POMCO Provider Network	PHCS-Multiplan Provider Network
45,000 providers Tri-State Area (NY, NJ, CT)	600,000 providers Nationwide

Cardiac Rehabilitation

Current Plan Benefits

Physical therapy and respiratory therapy are covered in full under the outpatient hospital benefit. Cardiac rehabilitation is NOT covered by the plan.

Proposed Benefit

Revise the plan to include a benefit for Cardiac Rehabilitation which is considered the standard of care.

Multiple Surgeries

Current Plan Benefits

The Plan will only benefit the most expensive and the second most expensive procedure. The first procedure may be covered at 100% of the Allowed Amount and the second procedure is covered at 50% of the Allowed Amount. There are no benefits for subsequent procedures.

Proposed Plan Language

The first procedure may be covered at 100% of the Allowed Amount and subsequent procedures are covered at 50% of the Allowed Amount. If the multiple surgical procedures are for the same condition or if the procedures are performed by physicians of different specialties for treatment of different conditions, the benefit for the subsequent procedures will not be reduced.

Air Ambulance

Current Plan Benefits

Benefits are available for land ambulance transportation when found Medically Necessary. Ambulance transportation benefits are available if the following criteria are met:

- When member could not have been safely transported by other means
- When medically necessary or ordered by a Physician, a police officer or firefighter
- When transported to the nearest facility that can treat the patient's condition
- When transferred from one hospital to another hospital because it is medically necessary

Proposed Benefit

Cover air ambulance according to the provisions applicable to current coverage for land ambulance. Air ambulance may also be reimbursed if the location from which the patient required emergency transportation was inaccessible by land ambulance.

- When medically necessary
- When member could not have been safely transported by other means
- When transported to the nearest facility that can treat the patient's condition
- When transferred from one hospital to another hospital because it is medically necessary

November 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Administrative Fee Schedule for Self-Funded Health Insurance
Third Party Administrator

At its meeting of November 3, 2008, the City Council adopted a resolution approving an Agreement with POMCO for administration of the City's self-funded health insurance program. This is a three-year agreement, effective January 1, 2009 and the Administrative Fee Schedule is Appendix C of the Agreement.

The current administrative fee, which expires on December 31, 2010, is \$22.43. Under the terms of the Agreement, the administrative fee for the upcoming year is set to increase based on the Northeast Medical CPI, for the period ending September 30, 2010. The new rate per enrollee, per month, is \$23.08, or an increase of 2.9%.

**CITY OF WATERTOWN
ADMINISTRATIVE FEES
APPENDIX C**

BASE ADMINISTRATION:

I. Comprehensive Health Claims Adjudication Services

- Enrollment interface
- Receive and review health claims for eligibility
- Adjudicate health claims within benefit plan guidelines including Coordination of Benefits
- Produce checks and Explanation of Benefits
- Provide check registers along with funding requirements
- Produce an assortment of eligibility and claims data reports
- Identification Cards
- Booklet Development
- Plan Document
- 800 Customer Service

II. Enrollment and Benefit Management Services

This service is an exclusive POMCO developed product which includes all enrollment functions such as online updating, coordination of benefits, tracking student verification, employee status tracking, and other features. The service also provides instantaneous on-line access to eligibility and claims inquiry at your office. The service also allows for the collection of data that assists POMCO in providing consultation and management services with regards to plan design and cost analyses.

III. COBRA/HIPAA

POMCO provides all aspects of COBRA administration including notification, follow-up, billing and collection, eligibility update and termination. POMCO will provide HIPAA compliant administrative services.

COST CONTAINMENT SERVICES:

IV. Inpatient Claims Accuracy & Necessity Reviews

POMCO will review and price all inpatient claims submitted to the plan. In addition, focused necessity reviews will be performed on claims as they are submitted. This process involves the review of actual hospital records performed by accredited specialists. A HCRA/Inpatient fee of \$120 per non-Medicare primary hospital inpatient claim will be charged through as a claim expense on each inpatient claim. This fee will cover specialized services including expanded inpatient claims review, fee negotiation and discount arrangements, expanded reference requirements, and monthly tax reporting and filing requirements.

V. Utilization Review Services

POMCO will provide an inpatient precertification program including a toll free number, continued stay reviews, concurrent reviews, discharge planning, medical procedure reviews, and high risk case management services. Under this program POMCO works to provide the most effective medical care at the lowest possible cost. (Note: An additional hourly rate of \$135 is applied for professional services rendered on Large Case Management (LCM) cases).

VI. Medical/Coding Review Services

POMCO will review all claims for upcoding, unbundling, inappropriate/questionable procedures, medical protocol, etc. POMCO reviews and makes determination on claims and eliminates balance billing by providers. Claims are reviewed by consulting physician specialists when appropriate.

VII. POMCO PPO Allied Network

POMCO will provide its existing New York State and national PPO together with its routine expansions. POMCO's discounted fee schedule is accepted as payment in full for all eligible services performed.

Total Above Services Per Enrollee Per Month \$23.08*

* Effective January 1, 2012, the fees above shall be changed by the percentage change in the Northeast Medical Consumer Price Index for the period ending the previous September 30th, not to exceed 5%.

November 12, 2010

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Financial Report

Attached for City Council review is the financial report for the fiscal year ending June 2010. Please note that these amounts are unaudited and may be adjusted.

A summary by fund for the fiscal year is as follows:

General Fund

Beginning fund balance and reserve balances		\$11,272,247
FY 2009-10 Revenues	\$35,033,774	
FY 2009-10 Expenditures	(\$34,326,599)	
Transfer from sidewalk assessment debt reserve	<u>\$ 57,934</u>	
Net Change from Operations		<u>\$765,109</u>
Ending fund balance and reserve balances		\$12,037,356
Fund balance reserved for encumbrances		(\$133,279)
Fund balance reserved for capital improvements		(\$589,073)
Fund balance reserved for sidewalk assessment debt		(\$254,319)
Fund balance reserved for Fairgrounds Stadium		(\$67,144)
Fund balance appropriated to FY 2010-11		<u>(\$700,000)</u>
Unreserved un-appropriated fund balance		<u>\$10,293,541</u>

<u>Forecasted Deficits in 2010-11 Multi-Year Plan:</u>	FY 2011-12	(\$1,852,081)
	FY 2012-13	(\$2,252,844)
	FY 2013-14	(\$3,175,037)
	FY 2014-15	<u>(\$3,836,732)</u>
	TOTAL	(\$11,116,694)

Water Fund

Beginning net assets and restricted balances		\$1,261,216
FY 2009-10 Revenues from operations	\$4,621,827	
FY 2009-10 Expenditures for operations	<u>(\$4,434,276)</u>	
Net Change from Operations		\$187,551
FY 2009-10 Transfer of Excess Debt (Ten Eyck St)		172,854
FY 2009-10 Change in Workers Compensation Liability		(109,373)
FY 2009-10 Change in Accrued Interest Liability		11,304
FY 2009-10 Change in OPEB Liability		<u>(184,240)</u>
Ending net assets and restricted balances		\$ 1,339,312
Restricted for Debt Service (Ten Eyck St)		(172,854)
Restricted for coagulation basin repairs		(148,854)
Restricted for encumbrances		(1,710)
Net assets appropriated to FY 2010-11		<u>(26,227)</u>
Unrestricted net assets		<u>\$ 989,667</u>

The unrestricted net assets amount has been reduced by the amounts the water fund is required to include in its financial statements for the other post-employment benefits (OPEB) liability in the amount of \$249,296, accrued interest in the amount of \$48,505 and its anticipated long-term workers compensation liability for current claims in the amount of \$115,386. The City continues to meet these obligations on a pay-as-you-go basis and fund them in the year the payments are to be made.

Sewer Fund

Beginning net assets and reserve balances		\$ 864,557
FY 2009-10 Revenues from operations	\$4,802,030	
FY 2009-10 Expenditures for operations	<u>(\$4,302,426)</u>	
Net Change from Operations		\$499,604
FY 2009-10 Transfer of Excess Debt (Ten Eyck St and Algonquin St. sewers)		236,394
FY 2009-10 Change in Workers Compensation Liability		9,245
FY 2009-10 Change in Accrued Interest Liability		6,256
FY 2009-10 Change in OPEB Liability		<u>(131,665)</u>
Ending fund balance and reserve balances		\$ 1,484,391
Restricted for Debt Service (Ten Eyck St and Algonquin St. sewers)		(236,394)
Restricted for encumbrances		(94,211)
Net assets appropriated to FY 2010-11		-
Unrestricted net assets		<u>\$ 1,153,786</u>

The unrestricted net assets amount has been reduced by the amounts the water fund is required to include in its financial statements for the other post-employment benefits (OPEB) liability in the amount of \$221,117, accrued interest in the amount of \$44,715 and its anticipated long-term workers compensation liability for current claims in the amount of \$77,664. The City continues to meet these obligations on a pay-as-you-go basis and fund them in the year the payments are to be made.

Library Fund

Beginning fund balance and reserve balances		\$63,037
FY 2009-10 Revenues	\$1,052,422	
FY 2009-10 Expenditures	<u>(1,053,777)</u>	
Net Change from Operations		(1,355)
Ending fund balance and reserve balances		\$ 61,682
Fund balance reserved for encumbrances		(281)
Fund balance appropriated to FY 2010-11		<u>(40,000)</u>
Unreserved un-appropriated fund balance		<u>\$ 21,401</u>

Self-Insurance Fund

Beginning fund balance and reserve balances		\$1,122,192
FY 2009-10 Revenues	\$8,326,132	
FY 2009-10 Expenditures	<u>(7,531,785)</u>	
Net Change from Operations		794,347
Ending fund balance and reserve balances		\$ 1,916,539
Fund balance reserved for encumbrances		-
Fund balance appropriated to FY 2010-11		<u>(290,000)</u>
Unreserved un-appropriated fund balance		<u>\$ 1,626,539</u>

Tourism Fund

Beginning fund balance and reserve balances		\$ 233,987
FY 2009-10 Revenues	\$202,192	
FY 2009-10 Expenditures	<u>(276,339)</u>	
Net Change from Operations		(74,147)
Ending fund balance and reserve balances		\$ 159,840
Fund balance reserved for encumbrances		-
Fund balance appropriated to FY 2010-11		<u>(100,000)</u>
Unreserved un-appropriated fund balance		<u>\$ 59,840</u>

Workers Compensation Reserve Fund

Beginning fund balance and reserve balances		\$ 312,394
FY 2009-10 Revenues	\$1,958	
FY 2009-10 Expenditures	<u>(-)</u>	
Net Change from Operations		<u>1,958</u>
Ending fund balance and reserve balances		\$314,352
Fund balance reserved for encumbrances		-
Fund balance appropriated to FY 2010-11		<u>-</u>
Unreserved un-appropriated fund balance		<u>\$314,352</u>

Risk Retention Fund

Beginning fund balance and reserve balances		\$696,249
FY 2009-10 Revenues	\$44,462	
FY 2009-10 Expenditures (Dorr settlement)	<u>(613,412)</u>	
Net Change from Operations		<u>(568,950)</u>
Ending fund balance and reserve balances		\$127,299
Fund balance reserved for encumbrances		-
Fund balance appropriated to FY 2010-11		-
Unreserved un-appropriated fund balance		<u>\$127,299</u>

Debt Service Fund

Beginning fund balance and reserve balances		\$15,271
FY 2009-10 Revenues	\$ 241,084	
FY 2009-10 Expenditures	<u>(15,302)</u>	
Net Change from Operations		<u>225,782</u>
Ending fund balance and reserve balances		\$ 241,053
Fund balance reserved for encumbrances		-
Fund balance appropriated to FY 2010-11		<u>(168,000)</u>
Reserved fund balance – Debt service		<u>\$ 73,053</u>

**CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010**

GENERAL FUND SUMMARY

General Fund Summary	2009-10 Revised Budget	YTD Actual	%	Prior YTD Actual	2008-09 Actual
Revenues	\$ 34,760,902	\$ 35,033,774	100.78%	\$ 36,390,196	\$ 36,390,196
Expenditures	\$ 36,525,706	\$ 34,326,599	93.98%	\$ 35,567,262	\$ 35,567,262
Net Change in Fund Balance	\$ (1,764,804)	\$ 707,175		\$ 822,934	\$ 822,934

GENERAL FUND REVENUES

General fund revenues are down \$1,356,422 or 3.73% compared to last year due mostly to the 801 PILOT distribution received last year (\$2,270,641) which was off set in part by the increased tax levy (\$229,319) and the increase in sales tax (\$756,363). The 10 largest general fund budgeted revenues account for over 91% of the total general fund revenues. A summary of general fund revenues is as follows:

GENERAL FUND REVENUES	2009-10 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2008-09 Actual
State Admin. Sales & Use Tax	\$ 14,755,000	\$ 15,223,095	103.17%	\$ 14,466,732	\$ 14,466,732
Real Property Taxes(net of reserve)	\$ 7,286,373	\$ 7,316,832	100.42%	\$ 7,101,270	\$ 7,101,270
State Aid, Per Capita	\$ 4,988,372	\$ 4,988,373	100.00%	\$ 5,090,176	\$ 5,090,176
Sale of Surplus Power	\$ 2,920,000	\$ 2,706,571	92.69%	\$ 2,805,326	\$ 2,805,326
Refuse and Garbage Charges	\$ 695,000	\$ 698,933	100.57%	\$ 670,300	\$ 670,300
Payments in Lieu of Taxes	\$ 124,310	\$ 128,018	102.98%	\$ 2,417,360	\$ 2,417,360
Utilities Gross Income Tax	\$ 385,000	\$ 346,709	90.05%	\$ 376,670	\$ 376,670
Interest/Penalties on Property Taxes	\$ 125,000	\$ 115,443	92.35%	\$ 111,184	\$ 111,184
State Aid, Mortgage Tax	\$ 370,000	\$ 398,710	107.76%	\$ 418,469	\$ 418,469
Interest and Earnings	\$ 130,000	\$ 108,037	83.11%	\$ 251,941	\$ 251,941
Subtotal	\$ 31,779,055	\$ 32,030,719	100.79%	\$ 33,709,429	\$ 33,709,429
All Other General Fund Revenues	\$ 2,981,847	\$ 3,003,055	100.71%	\$ 2,680,767	\$ 2,680,767
Total	\$ 34,760,902	\$ 35,033,774	100.78%	\$ 36,390,196	\$ 36,390,196

Real Property Tax Collections: Gross property tax revenue for FY 09-10 is \$7,343,895 which was adjusted downwards at year-end by \$59,905. The adjustment was necessary to account for the estimated reserve for uncollectable accounts as well as an amount for deferred tax revenues not yet collected within the first sixty days of the next fiscal year.

Interest and Penalties on Property Taxes: Revenue was up compared to last year by \$4,259 or 3.83%. Due to the continued increase in participation of outside investors at the City tax sale certificate auctions the City has realized a decrease in the number of tax sale certificates held by being the default bidder and thus a lower amount of revenue from interest and penalties on tax sale certificate redemptions.

Sales Tax Revenue: The City's sales tax collections finished up by \$756,363 or 5.23% compared to last year. Compared to the adopted budget, revenue was up \$468,094 or 3.17%.

Sale of Surplus Power: The City's sale of surplus power is down compared to last year by \$98,756 or 3.52%. Compared to the adopted budget revenues were down \$213,429 or 7.31%. Compared to FY 2007/08 revenue is up \$424,401 or 26.50%.

Utilities Gross Income Tax Revenue: Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue is down compared to last year by \$ 29,962 or 7.95% due in part to the disputed method in which National Grid remitted gross receipt taxes to municipalities for the first two quarterly payments of this fiscal year and lower utility costs.

Mortgage Tax Revenue: The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year was down \$19,760 or 4.72% compared to last year.

NYS Unrestricted Aid and AIM funding: The City's revenue from the NYS Aid and Incentives to Municipalities program (AIM) was reduced \$101,804 by the passing of the State's Deficit Reduction Plan. In addition, Governor Paterson withheld an additional \$61,307 from the December payment due to the State's cash position. This amount was subsequently paid to the City on January 20th.

**CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010**

GENERAL FUND EXPENDITURES

The following 10 departments / categories represent 88% of the General Fund budgeted expenditures. General fund expenditures are down by \$1,260,597 or 3.54% compared to last year.

GENERAL FUND EXPENDITURES	2009-10		Y-T-D % of Budget (June = 100%)	2008-09	
	Revised Budget	Current Y-T-D		Prior Y-T-D	Actual (Unaudited)
Fire	\$ 7,702,853	\$ 7,397,772	96.04%	\$ 7,811,115	\$ 7,811,115
Police	\$ 6,998,382	\$ 6,617,824	94.56%	\$ 6,978,577	\$ 6,978,577
Department of Public Works	\$ 5,154,533	\$ 4,772,131	92.58%	\$ 4,829,050	\$ 4,829,050
Debt Service	\$ 3,794,730	\$ 3,794,158	99.98%	\$ 3,746,047	\$ 3,746,047
Health Insurance-Retirees	\$ 3,235,098	\$ 3,234,349	99.98%	\$ 2,949,868	\$ 2,949,868
Parks and Recreation	\$ 1,271,416	\$ 1,130,807	88.94%	\$ 1,181,007	\$ 1,181,007
Library Transfer	\$ 984,210	\$ 984,210	100.00%	\$ 918,880	\$ 918,880
Transfer to Capital Projects	\$ 684,200	\$ 381,404	55.74%	\$ 482,952	\$ 482,952
Traffic Control & Lighting	\$ 853,159	\$ 756,213	88.64%	\$ 779,443	\$ 779,443
Bus	\$ 920,823	\$ 801,267	87.02%	\$ 755,667	\$ 755,667
SUBTOTAL	\$ 31,599,404	\$ 29,870,135	94.53%	\$ 30,432,606	\$ 30,432,606
All Other Departments/Transfers	\$ 4,926,302	\$ 4,456,464	90.46%	\$ 5,134,656	\$ 5,134,656
TOTAL	\$ 36,525,706	\$ 34,326,599	93.98%	\$ 35,567,262	\$ 35,567,262

GENERAL FUND - PERSONAL SERVICES

Personal service expenditures account for over 42% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent nearly 83% of the budgeted general fund personal service expenditures. Fire department overtime was down compared to last year by \$26,637 or 8.74%. Police department overtime was down \$24,924 or 10.07%.

Department	2009-10		Y-T-D % of Budget (June = 100%)	2008-09	
	Revised Budget	Current Y-T-D		Prior Y-T-D	Actual (Unaudited)
Fire	\$ 4,910,380	\$ 4,796,801	97.69%	\$ 4,941,762	\$ 4,941,762
Police	\$ 4,174,121	\$ 4,191,174	100.41%	\$ 4,316,723	\$ 4,316,723
DPW Snow Removal	\$ 511,158	\$ 475,932	93.11%	\$ 538,137	\$ 538,137
Engineering	\$ 505,265	\$ 474,710	93.95%	\$ 524,419	\$ 524,419
Municipal Executive	\$ 392,466	\$ 304,826	77.67%	\$ 423,255	\$ 423,255
DPW Refuse & Garbage	\$ 336,293	\$ 303,686	90.30%	\$ 280,935	\$ 280,935
DPW Administration	\$ 360,820	\$ 365,869	101.40%	\$ 345,767	\$ 345,767
DPW Central Garage	\$ 322,624	\$ 325,073	100.76%	\$ 313,153	\$ 313,153
Bus	\$ 320,509	\$ 314,391	98.09%	\$ 313,452	\$ 313,452
Comptroller	\$ 300,589	\$ 301,848	100.42%	\$ 292,815	\$ 292,815
SUBTOTAL	\$ 12,134,225	\$ 11,854,308	97.69%	\$ 12,290,418	\$ 12,290,418
All Other Departments	\$ 2,580,094	\$ 2,499,582	96.88%	\$ 2,437,665	\$ 2,437,665
TOTAL	\$ 14,714,319	\$ 14,353,890	97.55%	\$ 14,728,083	\$ 14,728,083

CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010

WATER FUND

Revenues were lower compared to last year, down \$112,660 or 2.38%. Revenues from City customers were down \$146,169 and revenues from customers outside the City were down \$144,260 or 20.96%. Offsetting some of these decreases in revenue was a transfer of residual borrowed funds for the TenEyck Street water main in the amount of \$151,000 for the last two years' of debt service. Expenditures are lower by \$418,570 or 8.57% compared to last year due to a significant bond maturing in March 2009.

	2009-10		Y-T-D % of Budget		2008-09
Water Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 4,564,000	\$ 4,621,827	101.27%	\$ 4,734,487	\$ 4,734,487
Expenditures	\$ 4,737,510	\$ 4,464,276	94.23%	\$ 4,882,845	\$ 4,882,845
Net Change in Fund Balance	\$ (173,510)	\$ 157,551		\$ (148,358)	\$ (148,358)

SEWER FUND

Revenues increased from last year by \$427,348 or 9.77% due mostly to the transfer of residual borrowings for the Ten Eyck Street sanitary sewer project (\$152,925), the Chestnut Holcomb Streets sanitary sewer project (\$29,147), the Butterfield-Barben Avenues sanitary sewer project (\$32,171) and the Arsenal Street sanitary sewer lining project (\$72,715). Revenues were also up significantly, \$178,763, for the tanker hauled sludge and leachate charges compared to last year. Expenditures have increased by \$469,119 or 12.24% compared to last year due an increase in the amount transferred to the capital projects fund (\$298,936).

	2009-10		Y-T-D % of Budget		2008-09
Sewer Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 4,256,650	\$ 4,802,030	112.81%	\$ 4,374,681	\$ 4,374,681
Expenditures	\$ 4,571,493	\$ 4,302,426	94.11%	\$ 3,833,307	\$ 3,833,307
Net Change in Fund Balance	\$ (314,843)	\$ 499,604		\$ 541,374	\$ 541,374

LIBRARY FUND

Excluding the transfer from the General Fund, revenues are down compared to last year by \$12,679 or 15.67% due to the receipt of a grant in the prior year in the amount of \$13,767. Expenditures were up by \$33,974 or 3.33% compared to last year.

	2009-10		Y-T-D % of Budget		2008-09
Library Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 1,053,135	\$ 1,052,422	99.93%	\$ 999,771	\$ 999,771
Expenditures	\$ 1,100,934	\$ 1,053,916	95.73%	\$ 1,019,941	\$ 1,019,941
Net Change in Fund Balance	\$ (47,799)	\$ (1,494)		\$ (20,170)	\$ (20,170)

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$984,210) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

SELF-INSURANCE FUND

Revenues were up compared to last year by \$659,907 or 8.61%. Expenditures were up by \$1,108,132 or 17.25% compared to last year.

	2009-10		Y-T-D % of Budget		2008-09
Self-Insurance Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 7,852,120	\$ 8,326,132	106.04%	\$ 7,666,226	\$ 7,666,226
Expenditures	\$ 7,852,120	\$ 7,531,785	95.92%	\$ 6,422,848	\$ 6,422,848
Net Change in Fund Balance	\$ -	\$ 794,347		\$ 1,243,378	\$ 1,243,378

CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010

	2009-10 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2008-09 Actual	Current YTD vs. Prior YTD	
						Variance	%
General Fund Revenues							
Real Property Taxes	\$ 7,344,073	\$ 7,343,895	100.00%	\$ 7,114,576	\$ 7,114,576	\$ 229,319	3.22%
Special Assessments (sidewalks)	\$ 12,300	\$ 10,463	85.06%	\$ 10,883	\$ 10,883	\$ (420)	-3.86%
Real Property Tax Reserve	\$ (70,000)	\$ (37,526)	53.61%	\$ (24,189)	\$ (24,189)	\$ (13,337)	55.14%
Federal Payments in Lieu of Taxes	\$ 22,500	\$ 31,102	138.23%	\$ 22,047	\$ 22,047	\$ 9,055	41.07%
Other Payments in Lieu of Taxes	\$ 101,810	\$ 96,915	95.19%	\$ 2,395,312	\$ 2,395,312	\$ (2,298,397)	-95.95%
Interest/Penalties on Property Taxes	\$ 125,000	\$ 115,443	92.35%	\$ 111,184	\$ 111,184	\$ 4,259	3.83%
State Admin. Sales & Use Tax	\$ 14,755,000	\$ 15,223,095	103.17%	\$ 14,466,732	\$ 14,466,732	\$ 756,363	5.23%
Utilities Gross Income Tax	\$ 385,000	\$ 346,709	90.05%	\$ 376,670	\$ 376,670	\$ (29,962)	-7.95%
Franchises	\$ 423,000	\$ 415,047	98.12%	\$ 406,570	\$ 406,570	\$ 8,477	2.08%
Tax Sale Advertising	\$ 10,000	\$ 13,080	130.80%	\$ 12,160	\$ 12,160	\$ 920	7.57%
Comptroller's Fees	\$ 7,500	\$ 7,192	95.89%	\$ 7,199	\$ 7,199	\$ (7)	-0.10%
Assessor's Fees	\$ 900	\$ 543	60.36%	\$ 806	\$ 806	\$ (263)	-32.60%
Clerk Fees	\$ 110,800	\$ 103,829	93.71%	\$ 113,228	\$ 113,228	\$ (9,399)	-8.30%
Civil Service Fees	\$ 4,125	\$ 3,397	82.35%	\$ 2,990	\$ 2,990	\$ 407	13.61%
Police Fees	\$ 5,000	\$ 4,109	82.19%	\$ 5,532	\$ 5,532	\$ (1,423)	-25.72%
Demolition Charges	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Public Works Fees	\$ 85,000	\$ 94,879	111.62%	\$ 63,751	\$ 63,751	\$ 31,127	48.83%
DPW Charges - Fuel	\$ 21,225	\$ 22,032	103.80%	\$ 25,786	\$ 25,786	\$ (3,754)	-14.56%
Bus Fares	\$ 165,000	\$ 158,874	96.29%	\$ 112,906	\$ 112,906	\$ 45,968	40.71%
Bus Advertising	\$ 10,000	\$ 4,872	48.72%	\$ 10,195	\$ 10,195	\$ (5,323)	-52.22%
Parks & Recreation Charges	\$ 11,250	\$ 11,874	105.55%	\$ 7,291	\$ 7,291	\$ 4,583	62.86%
Recreation Concessions	\$ 35,000	\$ 35,363	101.04%	\$ 29,307	\$ 29,307	\$ 6,056	20.66%
Special Recreation Facility Charges	\$ 24,000	\$ 24,000	100.00%	\$ 7,500	\$ 7,500	\$ 16,500	220.00%
Pool Fees	\$ 1,000	\$ 337	33.70%	\$ 1,017	\$ 1,017	\$ (680)	-66.86%
Arena Fees	\$ 121,600	\$ 106,861	87.88%	\$ 94,708	\$ 94,708	\$ 12,153	12.83%
Skating Rink Charges	\$ 50,000	\$ 50,800	101.60%	\$ 49,642	\$ 49,642	\$ 1,158	2.33%
Zoning Fees	\$ 2,500	\$ 2,925	117.00%	\$ 3,100	\$ 3,100	\$ (175)	-5.65%
Refuse and Garbage Charges	\$ 510,000	\$ 497,138	97.48%	\$ 510,508	\$ 510,508	\$ (13,370)	-2.62%
Toter Fees	\$ 185,000	\$ 201,795	109.08%	\$ 159,793	\$ 159,793	\$ 42,002	26.29%
Sale of Surplus Power	\$ 2,920,000	\$ 2,706,571	92.69%	\$ 2,805,326	\$ 2,805,326	\$ (98,756)	-3.52%
Taxes/Assessment Svcs. Other Govt.	\$ 4,500	\$ 4,502	100.03%	\$ 2,255	\$ 2,255	\$ 2,247	99.67%
Civil Service Charges-School District	\$ 25,000	\$ 27,085	108.34%	\$ 24,030	\$ 24,030	\$ 3,056	12.72%
Police Services	\$ 97,750	\$ 91,814	93.93%	\$ 127,620	\$ 127,620	\$ (35,806)	-28.06%
Transportation Services, Other Govts.	\$ -	\$ 10,000	0.00%	\$ 9,320	\$ 9,320	\$ 680	7.30%
Misc. Revenues, Other Govts.	\$ -	\$ 15,916	0.00%	\$ -	\$ -	\$ 15,916	#DIV/0!
Interest and Earnings	\$ 130,000	\$ 108,037	83.11%	\$ 251,941	\$ 251,941	\$ (143,904)	-57.12%
Rental of Real Property	\$ 31,850	\$ 27,115	85.13%	\$ 28,684	\$ 28,684	\$ (1,569)	-5.47%
Business and Occupational Licenses	\$ 7,000	\$ 6,087	86.96%	\$ 6,187	\$ 6,187	\$ (100)	-1.62%
Games of Chance Licenses	\$ 200	\$ 80	40.00%	\$ 105	\$ 105	\$ (25)	-23.81%
Bingo Licenses	\$ 4,000	\$ 3,778	94.45%	\$ 4,335	\$ 4,335	\$ (557)	-12.86%
Building & Alterations Permits	\$ 50,000	\$ 40,644	81.29%	\$ 114,721	\$ 114,721	\$ (74,077)	-64.57%
City Permits	\$ 16,000	\$ 18,928	118.30%	\$ 140	\$ 140	\$ 18,788	13420.00%
Plumbing Permits	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Sanitary Sewer Permits	\$ 3,000	\$ 13,715	457.17%	\$ 1,160	\$ 1,160	\$ 12,555	1082.33%
Storm Sewer Permits	\$ 500	\$ 950	190.00%	\$ 425	\$ 425	\$ 525	123.53%
Fines & Forfeited Bail	\$ 135,000	\$ 106,463	78.86%	\$ 117,660	\$ 117,660	\$ (11,197)	-9.52%
Scrap & Excess Materials Sale	\$ 4,500	\$ 9,211	204.69%	\$ 4,937	\$ 4,937	\$ 4,274	86.56%
Minor Sales	\$ 100	\$ 32	32.00%	\$ 3	\$ 3	\$ 30	1180.00%
Sale of Real Property	\$ 10,000	\$ 17,191	171.91%	\$ 18,285	\$ 18,285	\$ (1,094)	-5.98%
Sale of Equipment	\$ 17,050	\$ 16,383	96.09%	\$ 4,755	\$ 4,755	\$ 11,628	244.57%
Insurance Recoveries	\$ 25,000	\$ 13,842	55.37%	\$ 20,240	\$ 20,240	\$ (6,398)	-31.61%
Other Compensation for Loss	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Year Expense	\$ 7,500	\$ 2,079	27.72%	\$ 24,793	\$ 24,793	\$ (22,714)	-91.61%
Gifts & Donations	\$ 10,000	\$ 18,407	184.07%	\$ 18,649	\$ 18,649	\$ (242)	-1.30%
Other Unclassified Revenues	\$ 1,000	\$ 406	40.65%	\$ 2,504	\$ 2,504	\$ (2,097)	-83.76%
Central Printing & Mailing	\$ 6,300	\$ 2,809	44.59%	\$ 2,296	\$ 2,296	\$ 513	22.33%
Central Garage	\$ 100,000	\$ 85,470	85.47%	\$ 96,806	\$ 96,806	\$ (11,336)	-11.71%
State Aid, Per Capita	\$ 4,988,372	\$ 4,988,373	100.00%	\$ 5,090,176	\$ 5,090,176	\$ (101,803)	-2.00%
State Aid, Real Property Tax Law	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Mortgage Tax	\$ 370,000	\$ 398,710	107.76%	\$ 418,469	\$ 418,469	\$ (19,760)	-4.72%
State Aid, STAR	\$ -	\$ -	0.00%	\$ 10,068	\$ 10,068	\$ (10,068)	-100.00%
State Aid, Records Management	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Other	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%

**CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010**

	2009-10	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2008-09	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
State Reimbursement-Worker's Comp.	\$ 65,000	\$ 60,110	92.48%	\$ 46,634	\$ 46,634	\$ 13,475	28.90%
State Reimbursement-Court Security	\$ 30,325	\$ 27,471	90.59%	\$ 38,128	\$ 38,128	\$ (10,657)	-27.95%
State Reimbursement-Court Postage	\$ 1,752	\$ 1,752	100.00%	\$ 1,752	\$ 1,752	\$ -	0.00%
State Reimbursement-CHIPs	\$ 14,400	\$ 7,516	52.20%	\$ 15,070	\$ 15,070	\$ (7,554)	-50.13%
State Mass Transportation Assistance	\$ 170,000	\$ 255,509	150.30%	\$ 277,483	\$ 277,483	\$ (21,975)	-7.92%
State Aid-Transportation Grants	\$ 9,500	\$ 7,033	74.03%	\$ 4,624	\$ 4,624	\$ 2,409	52.10%
State Aid, Youth Program	\$ 11,500	\$ 10,211	91.73%	\$ 12,494	\$ 12,494	\$ (6,348)	-50.81%
State Aid, Juvenile Program	\$ 6,700	\$ 6,146	34.03%	\$ 7,616	\$ 7,616	\$ 16,172	212.34%
State Aid, Other Home & Community Service	\$ 69,900	\$ 23,788	0.00%	\$ 16,870	\$ 16,870	\$ (16,870)	-100.00%
State Aid, Codes	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Fed Aid - Other (TSA)	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Federal Aid Police Block Grant	\$ 263,587	\$ 124,322	47.17%	\$ 197,730	\$ 197,730	\$ (73,408)	-37.13%
Federal Aid Highway Safety	\$ 9,000	\$ 6,585	73.17%	\$ 7,341	\$ 7,341	\$ (756)	-10.30%
Federal Transportation Assistance	\$ 112,000	\$ 116,400	103.93%	\$ 108,800	\$ 108,800	\$ 7,600	6.99%
Federal Aid-Transportation Grants	\$ 76,000	\$ 56,261	74.03%	\$ 36,992	\$ 36,992	\$ 19,268	52.09%
Federal Aid-Other Home & Community Serv.	\$ -	\$ -	0.00%	\$ 21,049	\$ 21,049	\$ (21,049)	-100.00%
Interfund Transfers	\$ 498,033	\$ 707,033	141.97%	\$ 294,520	\$ 294,520	\$ 412,513	140.06%
Total Revenue	\$ 34,760,902	\$ 35,033,774	100.78%	\$ 36,390,196	\$ 36,390,196	\$ (1,356,422)	-3.73%
Appropriated Fund Balance	\$ 1,617,992	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Revenue and Fund Balance	\$ 36,378,894	\$ 35,033,774	96.30%	\$ 36,390,196	\$ 36,390,196	\$ (1,356,422)	-3.73%
General Fund Expenditures							
Legislative Board	\$ 66,786	\$ 65,112	97.49%	\$ 60,902	\$ 60,902	\$ 4,210	6.91%
Mayor	\$ 26,478	\$ 25,074	94.70%	\$ 24,308	\$ 24,308	\$ 766	3.15%
Municipal Executive	\$ 442,721	\$ 420,747	95.04%	\$ 577,228	\$ 577,228	\$ (156,481)	-27.11%
Comptroller	\$ 495,471	\$ 480,979	97.08%	\$ 463,290	\$ 463,290	\$ 17,690	3.82%
Purchasing	\$ 127,327	\$ 125,398	98.49%	\$ 119,268	\$ 119,268	\$ 6,130	5.14%
Assessment	\$ 260,319	\$ 247,955	95.25%	\$ 272,451	\$ 272,451	\$ (24,496)	-8.99%
Tax Advertising	\$ 14,550	\$ 14,546	99.98%	\$ 12,648	\$ 12,648	\$ 1,898	15.01%
Property Acquired for Taxes	\$ 7,000	\$ 3,394	48.49%	\$ 19,459	\$ 19,459	\$ (16,064)	-82.56%
Fiscal Agent Fees	\$ 3,100	\$ 2,955	95.31%	\$ 3,692	\$ 3,692	\$ (737)	-19.97%
Clerk	\$ 201,600	\$ 199,036	98.73%	\$ 195,879	\$ 195,879	\$ 3,157	1.61%
Law	\$ 192,950	\$ 180,221	93.40%	\$ 186,380	\$ 186,380	\$ (6,159)	-3.30%
Civil Service	\$ 84,765	\$ 73,895	87.18%	\$ 80,111	\$ 80,111	\$ (6,216)	-7.66%
Engineering	\$ 707,985	\$ 656,623	92.75%	\$ 730,880	\$ 730,880	\$ (74,257)	-10.16%
DPW Administration	\$ 666,071	\$ 638,704	95.89%	\$ 636,449	\$ 636,449	\$ 2,255	0.35%
Buildings	\$ 213,929	\$ 190,764	89.17%	\$ 240,306	\$ 240,306	\$ (49,541)	-20.62%
Central Garage	\$ 641,015	\$ 610,786	95.28%	\$ 616,517	\$ 616,517	\$ (5,731)	-0.93%
Central Printing & Mailing	\$ 82,500	\$ 70,072	84.94%	\$ 75,982	\$ 75,982	\$ (5,910)	-7.78%
Information Technology	\$ 510,155	\$ 450,014	88.21%	\$ 454,554	\$ 454,554	\$ (4,541)	-1.00%
Judgements & Claims	\$ 685	\$ -	0.00%	\$ 19,115	\$ 19,115	\$ (19,115)	-100.00%
Land	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Taxes on Property	\$ 32,925	\$ 29,121	88.45%	\$ 31,027	\$ 31,027	\$ (1,906)	-6.14%
Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Police	\$ 6,998,382	\$ 6,617,824	94.56%	\$ 6,978,577	\$ 6,978,577	\$ (360,753)	-5.17%
Fire	\$ 7,702,853	\$ 7,397,772	96.04%	\$ 7,811,115	\$ 7,811,115	\$ (413,343)	-5.29%
Control of Animals	\$ 85,382	\$ 85,382	100.00%	\$ 85,382	\$ 85,382	\$ -	0.00%
Safety Inspection	\$ 355,659	\$ 297,084	83.53%	\$ 330,030	\$ 330,030	\$ (32,946)	-9.98%
DPW Municipal Maintenance	\$ 578,837	\$ 538,829	93.09%	\$ 570,398	\$ 570,398	\$ (31,569)	-5.53%
DPW Road Maintenance	\$ 841,465	\$ 718,231	85.35%	\$ 591,869	\$ 591,869	\$ 126,362	21.35%
DPW Snow Removal	\$ 1,094,576	\$ 1,019,436	93.14%	\$ 1,256,391	\$ 1,256,391	\$ (236,955)	-18.86%
Hydro Electric Production	\$ 354,900	\$ 302,476	85.23%	\$ 282,146	\$ 282,146	\$ 20,330	7.21%
Traffic Control & Lighting	\$ 853,159	\$ 756,213	88.64%	\$ 779,443	\$ 779,443	\$ (23,230)	-2.98%
Bus	\$ 920,823	\$ 801,267	87.02%	\$ 755,667	\$ 755,667	\$ 45,599	6.03%
Off Street Parking	\$ 54,669	\$ 53,753	98.32%	\$ 59,195	\$ 59,195	\$ (5,442)	-9.19%
Community Action	\$ 52,000	\$ 52,000	100.00%	\$ 52,000	\$ 52,000	\$ -	0.00%
Publicity	\$ 3,700	\$ 440	11.89%	\$ 1,698	\$ 1,698	\$ (1,258)	-74.09%
IND CTR, LDC, EDZ	\$ 5,000	\$ -	0.00%	\$ 5,000	\$ 5,000	\$ (5,000)	-100.00%
Recreation Administration	\$ 171,066	\$ 163,194	95.40%	\$ 183,403	\$ 183,403	\$ (20,210)	-11.02%
Thompson Park	\$ 291,447	\$ 265,445	91.08%	\$ 269,349	\$ 269,349	\$ (3,904)	-1.45%
Recreation Playgrounds	\$ 70,169	\$ 52,898	75.39%	\$ 54,804	\$ 54,804	\$ (1,906)	-3.48%
Recreation Fairgrounds	\$ 137,656	\$ 109,118	79.27%	\$ 120,003	\$ 120,003	\$ (10,885)	-9.07%
Recreation Athletic Programs	\$ 61,440	\$ 45,900	74.71%	\$ 69,315	\$ 69,315	\$ (23,415)	-33.78%
Recreation Outdoor Swimming Pool	\$ 177,219	\$ 148,394	83.73%	\$ 156,844	\$ 156,844	\$ (8,450)	-5.39%
Recreation Ice Arena	\$ 362,419	\$ 345,858	95.43%	\$ 327,288	\$ 327,288	\$ 18,570	5.67%

**CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010**

	2009-10 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2008-09 Actual	Current YTD vs. Prior YTD	
						Variance	%
Historian	\$ 250	\$ 187	74.78%	\$ -	\$ -	\$ 187	#DIV/0!
Zoning	\$ 3,100	\$ 1,186	38.27%	\$ 2,974	\$ 2,974	\$ (1,788)	-60.11%
Planning	\$ 141,800	\$ 65,706	46.34%	\$ 68,215	\$ 68,215	\$ (2,509)	-3.68%
DPW Storm Sewer	\$ 380,273	\$ 330,109	86.81%	\$ 335,578	\$ 335,578	\$ (5,469)	-1.63%
DPW Refuse & Garbage	\$ 952,296	\$ 916,036	96.19%	\$ 821,849	\$ 821,849	\$ 94,187	11.46%
Worker's Compensation	\$ 100,200	\$ 96,945	96.75%	\$ 87,750	\$ 87,750	\$ 9,195	10.48%
Unemployment Insurance	\$ 13,350	\$ 13,326	99.82%	\$ 9,832	\$ 9,832	\$ 3,493	35.53%
Health Insurance-Retirees	\$ 3,235,098	\$ 3,234,349	99.98%	\$ 2,949,868	\$ 2,949,868	\$ 284,481	9.64%
Medicare Reimbursements	\$ 241,896	\$ 241,877	99.99%	\$ 228,082	\$ 228,082	\$ 13,794	6.05%
Compensated Absences	\$ -	\$ (32,489)	0.00%	\$ 27,066	\$ 27,066	\$ (59,555)	-220.04%
Other Employee Benefits	\$ 8,150	\$ 7,686	94.31%	\$ 5,721	\$ 5,721	\$ 1,965	34.35%
General Liability Reserve Transfer	\$ 25,000	\$ 25,000	100.00%	\$ 25,000	\$ 25,000	\$ -	0.00%
Library Transfer	\$ 984,210	\$ 984,210	100.00%	\$ 918,880	\$ 918,880	\$ 65,330	7.11%
Serial Bonds - Principal	\$ 2,718,219	\$ 2,718,219	100.00%	\$ 2,614,314	\$ 2,614,314	\$ 103,905	3.97%
Serial Bonds-Interest	\$ 1,046,011	\$ 1,045,996	100.00%	\$ 1,101,085	\$ 1,101,085	\$ (55,088)	-5.00%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ 224,300	\$ 224,300	\$ (224,300)	-100.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ 62,786	\$ 62,786	\$ (62,786)	-100.00%
NYPA Loan Principal	\$ 29,000	\$ 28,942	99.80%	\$ 27,726	\$ 27,726	\$ 1,216	4.39%
NYPA Loan Interest	\$ 1,500	\$ 1,001	66.74%	\$ 2,923	\$ 2,923	\$ (1,922)	-65.75%
Capital Reserve Fund	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Capital Fund Transfer	\$ 684,200	\$ 381,404	55.74%	\$ 482,952	\$ 482,952	\$ (101,548)	-21.03%
Black River Trust Fund Transfer	\$ 10,000	\$ 10,000	100.00%	\$ 10,000	\$ 10,000	\$ -	0.00%
TOTAL	\$ 36,525,706	\$ 34,326,599	93.98%	\$ 35,567,262	\$ 35,567,262	\$ (1,240,663)	-3.49%
Water Fund Revenues							
Water Rents	\$ 3,750,000	\$ 3,617,752	96.47%	\$ 3,763,921	\$ 3,763,921	\$ (146,169)	-3.88%
Unmetered Water	\$ 12,000	\$ 15,726	131.05%	\$ 10,123	\$ 10,123	\$ 5,603	55.34%
Outside User Fees	\$ 486,000	\$ 544,160	111.97%	\$ 688,420	\$ 688,420	\$ (144,260)	-20.96%
Water Service Charges	\$ 65,000	\$ 90,366	139.02%	\$ 69,446	\$ 69,446	\$ 20,919	30.12%
Interest & Penalties on Water Rents	\$ 65,000	\$ 69,620	107.11%	\$ 75,523	\$ 75,523	\$ (5,903)	-7.82%
Interest Earnings	\$ 10,000	\$ 4,854	48.54%	\$ 13,299	\$ 13,299	\$ (8,445)	-63.50%
Sale of Scrap	\$ 1,000	\$ 1,785	178.50%	\$ 1,258	\$ 1,258	\$ 527	41.88%
Sale of Equipment	\$ -	\$ -	0.00%	\$ 900	\$ 900	\$ (900)	-100.00%
Insurance Recoveries	\$ 1,000	\$ 5,870	587.00%	\$ -	\$ -	\$ 5,870	#DIV/0!
Refund of Prior Years Expenditure	\$ -	\$ 68	0.00%	\$ 60	\$ 60	\$ 8	13.03%
Premium on Obligations	\$ -	\$ -	0.00%	\$ 2,900	\$ 2,900	\$ (2,900)	-100.00%
Unclassified Revenues	\$ -	\$ 2,121	0.00%	\$ 1,747	\$ 1,747	\$ 373	21.36%
Metered Water Sales Funds	\$ 98,000	\$ 96,409	98.38%	\$ 95,065	\$ 95,065	\$ 1,344	1.41%
Interfund Transfers	\$ 76,000	\$ 173,098	227.76%	\$ 11,825	\$ 11,825	\$ 161,273	1363.89%
Total Revenue	\$ 4,564,000	\$ 4,621,827	101.27%	\$ 4,734,487	\$ 4,734,487	\$ (112,660)	-2.38%
Appropriated Fund Balance	\$ 184,843	\$ -	0.00%	\$ 148,358	\$ 148,358	\$ (148,358)	-100.00%
Revenue and Fund Balance	\$ 4,748,843	\$ 4,621,827	97.33%	\$ 4,882,845	\$ 4,882,845	\$ (261,018)	-5.35%
Water Fund Expenditures							
Taxes on Property	\$ 695	\$ 672	96.74%	\$ 668	\$ 668	\$ 5	0.68%
Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Water Administration	\$ 268,565	\$ 253,155	94.26%	\$ 242,427	\$ 242,427	\$ 10,728	4.43%
Source of Supply, Power and Pump	\$ 460,320	\$ 415,956	90.36%	\$ 445,694	\$ 445,694	\$ (29,737)	-6.67%
Water Purification	\$ 1,469,368	\$ 1,377,847	93.77%	\$ 1,357,822	\$ 1,357,822	\$ 20,025	1.47%
Transmission and Distribution	\$ 1,169,005	\$ 1,079,265	92.32%	\$ 1,171,351	\$ 1,171,351	\$ (92,087)	-7.86%
Worker's Compensation	\$ 9,000	\$ 4,719	52.43%	\$ 3,921	\$ 3,921	\$ 798	20.34%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 165,816	\$ 154,631	93.25%	\$ 146,301	\$ 146,301	\$ 8,330	5.69%
Compensated Absences	\$ 2,500	\$ (3,533)	-141.33%	\$ (1,916)	\$ (1,916)	\$ (1,617)	84.37%
General Liability Transfer	\$ 7,500	\$ 7,500	100.00%	\$ 7,500	\$ 7,500	\$ -	0.00%
Serial Bonds - Principal	\$ 902,992	\$ 902,992	100.00%	\$ 1,107,187	\$ 1,107,187	\$ (204,195)	-18.44%
Serial Bonds - Interest	\$ 216,749	\$ 216,744	100.00%	\$ 267,533	\$ 267,533	\$ (50,789)	-18.98%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ 27,200	\$ 27,200	\$ (27,200)	-100.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ 10,184	\$ 10,184	\$ (10,184)	-100.00%
Transfer to Coagulation Reserve	\$ 30,000	\$ 30,000	100.00%	\$ 40,000	\$ 40,000	\$ (10,000)	-25.00%
Transfer to Capital	\$ 35,000	\$ 24,328	69.51%	\$ 56,974	\$ 56,974	\$ (32,646)	-57.30%
TOTAL	\$ 4,737,510	\$ 4,464,276	94.23%	\$ 4,882,845	\$ 4,882,845	\$ (418,570)	-8.57%
Sewer Fund Revenues							
Sewer Rents	\$ 2,730,000	\$ 2,697,049	98.79%	\$ 2,752,341	\$ 2,752,341	\$ (55,292)	-2.01%
Sewer Charges	\$ 130,000	\$ 428,751	329.81%	\$ 249,988	\$ 249,988	\$ 178,763	71.51%
Interest & Penalties on Sewer Rents	\$ 55,000	\$ 59,232	107.70%	\$ 68,936	\$ 68,936	\$ (9,703)	-14.08%

**CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010**

	2009-10 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2008-09 Actual	Current YTD vs. Prior YTD	
						Variance	%
Sewer Rents-Governments	\$ 1,064,000	\$ 1,118,282	105.10%	\$ 1,040,103	\$ 1,040,103	\$ 78,179	7.52%
Interest Earnings	\$ 1,000	\$ 2,507	250.73%	\$ 968	\$ 968	\$ 1,540	159.12%
Permit Fees	\$ 23,000	\$ 20,500	89.13%	\$ 23,250	\$ 23,250	\$ (2,750)	-11.83%
Sale of Scrap	\$ 1,000	\$ -	0.00%	\$ 230	\$ 230	\$ (230)	-100.00%
Sale of Equipment	\$ -	\$ 14,550	0.00%	\$ 1,868	\$ 1,868	\$ 12,683	679.12%
Insurance Recovery	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Years Expenditure	\$ -	\$ 115	0.00%	\$ -	\$ -	\$ 115	#DIV/0!
Premium on Obligations	\$ -	\$ -	0.00%	\$ 6,323	\$ 6,323	\$ (6,323)	-100.00%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Interfund Revenues	\$ 177,000	\$ 163,716	92.49%	\$ 209,714	\$ 209,714	\$ (45,998)	-21.93%
State Aid - Workers Compensation	\$ -	\$ 6,849	0.00%	\$ 6,447	\$ 6,447	\$ 402	6.23%
State Aid - CHIPSS	\$ -	\$ 767	0.00%	\$ 2,383	\$ 2,383	\$ (1,617)	-67.83%
Interfund Transfer	\$ 75,650	\$ 289,711	382.96%	\$ 12,129	\$ 12,129	\$ 277,582	2288.52%
Total Revenue	\$ 4,256,650	\$ 4,802,030	112.81%	\$ 4,374,681	\$ 4,374,681	\$ 427,348	9.77%
Appropriated Fund Balance	\$ 182,314	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Total Revenue	\$ 4,438,964	\$ 4,802,030	108.18%	\$ 4,374,681	\$ 4,374,681	\$ 427,348	9.77%

Sewer Fund Expenditures

Sewer Administration	\$ 147,465	\$ 136,538	92.59%	\$ 128,024	\$ 128,024	\$ 8,514	6.65%
Sanitary Sewer	\$ 427,199	\$ 386,377	90.44%	\$ 378,453	\$ 378,453	\$ 7,924	2.09%
Sewage Treatment and Disposal	\$ 2,855,167	\$ 2,643,406	92.58%	\$ 2,498,564	\$ 2,498,564	\$ 144,841	5.80%
Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Worker's Compensation	\$ 6,000	\$ 3,741	62.35%	\$ 3,105	\$ 3,105	\$ 637	20.50%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 135,370	\$ 135,274	99.93%	\$ 120,060	\$ 120,060	\$ 15,214	12.67%
Compensated Absences	\$ 1,000	\$ 982	98.19%	\$ 118	\$ 118	\$ 864	735.45%
General Liability Transfer	\$ 7,500	\$ 7,500	100.00%	\$ -	\$ -	\$ 7,500	#DIV/0!
Serial Bonds - Principal	\$ 504,181	\$ 502,681	99.70%	\$ 434,391	\$ 434,391	\$ 68,290	15.72%
Serial Bonds - Interest	\$ 185,411	\$ 184,965	99.76%	\$ 179,689	\$ 179,689	\$ 5,276	2.94%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ 78,500	\$ 78,500	\$ (78,500)	-100.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ 10,330	\$ 10,330	\$ (10,330)	-100.00%
NYPA Principal	\$ 2,000	\$ 1,958	97.92%	\$ 1,876	\$ 1,876	\$ 82	4.39%
NYPA Interest	\$ 200	\$ 68	33.89%	\$ 198	\$ 198	\$ (130)	-65.74%
Transfer to Capital Fund	\$ 300,000	\$ 298,936	99.65%	\$ -	\$ -	\$ 298,936	#DIV/0!
TOTAL	\$ 4,571,493	\$ 4,302,426	94.11%	\$ 3,833,307	\$ 3,833,307	\$ 469,119	12.24%

Library Fund Revenues

Library Fines	\$ 18,500	\$ 16,672	90.12%	\$ 15,988	\$ 15,988	\$ 683	4.27%
Insurance Recovery	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Years Expenditure	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Library Grant	\$ 49,925	\$ 51,540	103.24%	\$ 49,924	\$ 49,924	\$ 1,616	3.24%
Unclassified Revenues	\$ 500	\$ -	0.00%	\$ 1,211	\$ 1,211	\$ (1,211)	-100.00%
State Aid, Library Construction Grant	\$ -	\$ -	0.00%	\$ 13,767	\$ 13,767	\$ (13,767)	-100.00%
Interfund Transfer	\$ 984,210	\$ 984,210	100.00%	\$ 918,880	\$ 918,880	\$ 65,330	7.11%
Total Revenue	\$ 1,053,135	\$ 1,052,422	99.93%	\$ 999,771	\$ 999,771	\$ 52,651	5.27%
Appropriated Fund Balance	\$ 30,000	\$ 1,494	4.98%	\$ 20,170	\$ 20,170	\$ (18,676)	-92.59%
Revenue and Fund Balance	\$ 1,083,135	\$ 1,053,916	97.30%	\$ 1,019,941	\$ 1,019,941	\$ 33,974	3.33%

Library Fund Expenditures

Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Library Fund Expenditures	\$ 868,928	\$ 823,844	94.81%	\$ 767,112	\$ 767,112	\$ 56,733	7.40%
Worker's Compensation	\$ 1,675	\$ 1,669	99.66%	\$ 1,384	\$ 1,384	\$ 285	20.60%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 137,468	\$ 136,650	99.40%	\$ 139,787	\$ 139,787	\$ (3,138)	-2.24%
Compensated Absences	\$ 150	\$ 139	92.63%	\$ (3,103)	\$ (3,103)	\$ 3,242	-104.48%
Serial Bonds - Principal	\$ 51,084	\$ 51,084	100.00%	\$ 53,584	\$ 53,584	\$ (2,500)	-4.67%
Serial Bonds - Interest	\$ 20,529	\$ 20,528	99.99%	\$ 22,793	\$ 22,793	\$ (2,266)	-9.94%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Principal	\$ 18,500	\$ 18,304	98.94%	\$ 17,535	\$ 17,535	\$ 769	4.39%
NYPA Interest	\$ 1,500	\$ 633	42.21%	\$ 1,849	\$ 1,849	\$ (1,215)	-65.75%
Transfer to Capital	\$ 1,100	\$ 1,065	96.78%	\$ 19,000	\$ 19,000	\$ (17,936)	-94.40%
TOTAL	\$ 1,100,934	\$ 1,053,916	95.73%	\$ 1,019,941	\$ 1,019,941	\$ 33,974	3.33%

CITY OF WATERTOWN
FY 2009/10 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2010

	2009-10 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2008-09 Actual	Current YTD vs. Prior YTD	
						Variance	%
Self-Insurance Fund Revenues							
Shared Service Charges	\$ 6,998,835	\$ 6,922,797	98.91%	\$ 6,614,140	\$ 6,614,140	\$ 308,656	4.67%
Interest and Earnings	\$ -	\$ 10,878	0.00%	\$ 1,838	\$ 1,838	\$ 9,040	491.70%
Insurance Recoveries	\$ 50,000	\$ 471,529	943.06%	\$ 274,680	\$ 274,680	\$ 196,849	71.67%
Medicare Part D reimbursement	\$ 160,000	\$ 191,504	119.69%	\$ 181,539	\$ 181,539	\$ 9,965	5.49%
Employee Contributions	\$ 590,285	\$ 575,840	97.55%	\$ 543,194	\$ 543,194	\$ 32,646	6.01%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Prescription Reimbursements	\$ 53,000	\$ 153,585	289.78%	\$ 50,834	\$ 50,834	\$ 102,751	202.13%
Total Revenue	\$ 7,852,120	\$ 8,326,132	106.04%	\$ 7,666,226	\$ 7,666,226	\$ 659,907	8.61%
Appropriated Fund Balance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Revenue and Fund Balance	\$ 7,852,120	\$ 8,326,132	106.04%	\$ 7,666,226	\$ 7,666,226	\$ 659,907	8.61%
Self-Insurance Fund Expenditures							
Administration	\$ 166,100	\$ 166,079	99.99%	\$ 166,202	\$ 166,202	\$ (123)	-0.07%
City Administration	\$ 32,590	\$ 27,059	83.03%	\$ 31,253	\$ 31,253	\$ (4,194)	-13.42%
Stop Loss Insurance	\$ 391,310	\$ 379,430	96.96%	\$ 361,108	\$ 361,108	\$ 18,322	5.07%
Medical Claims	\$ 4,647,120	\$ 4,614,445	99.30%	\$ 3,663,440	\$ 3,663,440	\$ 951,005	25.96%
Pharmacy Claims	\$ 2,615,000	\$ 2,344,772	89.67%	\$ 2,200,844	\$ 2,200,844	\$ 143,928	6.54%
TOTAL	\$ 7,852,120	\$ 7,531,785	95.92%	\$ 6,422,848	\$ 6,422,848	\$ 1,108,938	17.27%