

**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, June 21, 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

PRESENTATION

1. North Country Arts Council – Submission of Lachenauer Plaza Fountain Designs

RESOLUTIONS

- | | |
|--------------------|--|
| Resolution No. 1 - | Accepting Bid for Bypass Pump for Waste Water Treatment Facility, Micronics Inc. |
| Resolution No. 2 - | Approving Production Agreement Between the City of Watertown and Steve Weed Productions |
| Resolution No. 3 - | Approving Agreement Between the City of Watertown and the Watertown City School District, School Resource Officer |
| Resolution No. 4 - | Amendment No. 74 to the Management and Management Confidential Pay Plan |
| Resolution No. 5 - | Approving 2010-2013 Contract Between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249 |
| Resolution No. 6 - | Establishing Standard Work Days for Elected Officials |
| Resolution No. 7 - | Approving Amendment to the Agreement for Professional Services With Lu Engineers for the Environmental Investigations on Sewall's Island |

Resolution No. 8 - Approving Supplemental Appropriation No. 1 for Fiscal Year 2009-10 for Various Accounts

ORDINANCES

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$50,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 6 Within the City

Laid Over Under the Rules – Ordinance Establishing Water Rates

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Local Law No. 3 of 2010 Amending Section 253-17 of the City of Watertown Code of the City of Watertown to Provide for Change in Sewer Service Charge
- 7:30 p.m. Resolution Approving Capital Budget Expenditure for Watertown Municipal Arena Roof Repair
- 7:30 p.m. Resolution Approving Capital Budget Expenditure for Watertown Municipal Arena Concession Stand Rehabilitation

OLD BUSINESS

STAFF REPORTS

1. Soldiers and Sailors Monument
2. Professional Services Contract, Transmap Pavement Inventory Management System Photometrics and Pavement Condition Survey

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

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

Res No. 1

June 10, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid for Bypass Pump for Waste Water Treatment Facility,
Micronics Inc.

The City Purchasing Department advertised and received sealed bids for the purchase of a High Pressure Internal Bypass Pump to replace the existing unit at our Waste Water Treatment Facility for installation by City staff.

Invitations to bid were issued to two (2) prospective bidders with two (2) bids submitted to the Purchasing Department where it was publicly opened and read on Tuesday, June 8, 2010 at 11:15 a.m.

City Purchasing Agent Robert J. Cleaver reviewed the bids received. It is his recommendation that the City Council accept the bid submitted by Micronics Inc. of Portsmouth, New Hampshire, in the total amount of \$27,756.00 as the lowest bidder meeting our specifications.

The bids submitted are detailed in the attached report of Mr. Cleaver. The funding to support the purchase of this equipment was appropriated in the Sewer Fund operating budget for 2009-2010, listed as a Cloth Washer Pump.

A resolution accepting the bid has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Bypass Pump for Waste Water Treatment Facility, Micronics Inc.

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

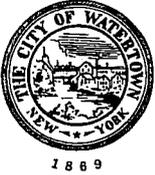
WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of a High Pressure Internal Bypass Pump to replace the existing unit at our Waste Water Treatment Facility for installation by City staff, and

WHEREAS invitations to bid were issued to two (2) prospective bidders, with two (2) bids being received and publicly opened and read in the City Purchasing Department on Tuesday, June 8, 2010 at 11:15 a.m., and

WHEREAS City Purchasing Agent Robert J. Cleaver reviewed the bids received and is recommending the acceptance of the bid submitted by Micronics Inc., 200 West Road, Portsmouth, NH 03801, in the total amount of \$27,756.00 as the lowest qualifying bid meeting the City's specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York hereby accepts the bid in the amount of \$27,756.00 submitted by Micronics Inc., 200 West Road, Portsmouth, NH 03801, for the purchase of a new and unused Bypass Pump.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 205, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 782-9014

ROBERT J. CLEAVER
PURCHASING AGENT

June 9, 2010

To: Mary Corriveau
From: Robert J. Cleaver
Subject: Bypass Pump Bid
Waste Water Treatment Facility

The City's Purchasing Department advertised in the Watertown Daily Times on Tuesday, May 25, 2010 calling for sealed bids for the purchase of one new and unused High Pressure Internal Bypass Pump, per specifications, for installation by City staff at our Pollution Control Facility.

Invitations to bid were issued to 2 prospective bidders with 2 bids received and publicly opened and read in the Purchasing Department on Tuesday, June 8, 2010 at 11:15 am local time. Results of those 2 bids are as follows:

Micronics Inc. 200 West Road Portsmouth, NH 03801	FE Myers Pump & Motor delivery 6 – 8 weeks	\$27,756.00
Abel Pumps, Inc. 79 North Industrial Park Sewickley, PA 15143	ABEL Model HP-K-25 delivery 12 – 14 weeks	\$33,670.00

This is a line item appropriation on page 212 of the 2009 – 2010 City budget listed as Cloth Washer Pump.

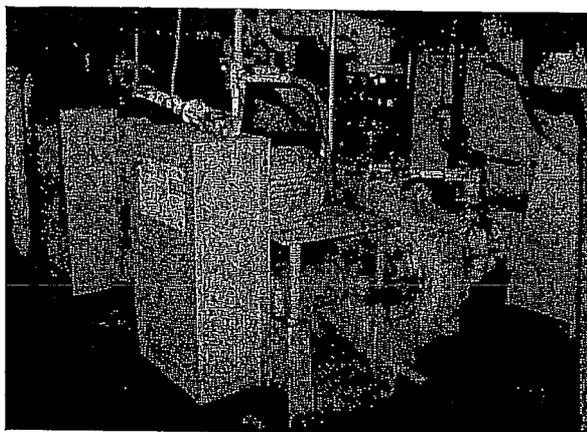
It is my recommendation that we accept the lowest qualifying bid submitted by Micronics Inc. in the amount of \$27,756.00.

Robert J. Cleaver

cc: Kurt Hauk, City Engineer
Michael Sligar, Chief Plant Operator
Jim Mills, Comptroller
file

Cloth Washer Pump: \$26,000

The cloth washer pump is a specialty made high pressure unit that provides cleaning spray water for the filter press cloths that cover the plates for filter cake formation. The current pump is the original, installed in 1981 and has been rebuilt several times. It is well beyond its useful life and is scheduled for replacement.



Ash Pump: \$10,000

The incineration system is served by two scrubber ash pumps that transfer ash laden scrubber water to the lagoon in the northwest quadrant of the facility compound. The ash pumps are original, installed in 1981 and are well beyond their useful life. The first of two is scheduled for replacement this year.

Res No. 2

June 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: City Council Meeting Production Agreement,
Steve Weed Productions

Attached for City Council consideration is a resolution approving a Production Agreement between the City of Watertown and Steve Weed Productions. This Agreement provides the City with videotape recorded City Council meetings and work sessions. Steve Weed Productions has provided these production services to the City since November 20, 2006. The recordings are produced by Steve Weed Productions and provided to Time Warner Cable to run on their Public, Educational and Governmental (P.E.G.) access channel for public viewing. The productions are also available on the company's website.

The term of the Agreement is for one (1) year commencing July 1, 2010 and terminating on June 30, 2011. For recording services provided under the terms of this contract, Steve Weed Productions will be paid a fee of \$150.00 per session.

Page 1 of 1

Approving Production Agreement
Between the City of Watertown and
Steve Weed Productions

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 meets every month for City Council Meetings and Work Sessions, and

WHEREAS the meetings are open to the public and the City Council wishes to have them recorded and available for public access television and internet, and

WHEREAS Steve Weed Productions has recorded City Council meetings in the past and is willing to continue providing their services to the City, and

WHEREAS the City of Watertown wishes to continue to have Steve Weed Productions provide services under the terms of the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Production Agreement between the City of Watertown and Steve Weed Productions, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute the Agreement on behalf of the City.

Seconded by

**PRODUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF WATERTOWN, NEW YORK
AND
STEVE WEED PRODUCTIONS**

This contract is entered into this ____ day of _____, 2010 between the City of Watertown, a municipal corporation of the State of New York, hereafter called "City" and Steve Weed d/b/a Steve Weed Productions, a sole proprietorship, hereafter called "Contractor" of the State of New York.

All notifications necessary under this contract shall be addressed to:

City of Watertown
Mary M. Corriveau, City Manager
245 Washington St., Suite 302
Watertown, NY 13601
315-785-7730

Steve Weed Productions
7 Paddock Arcade
Watertown, NY 13601
315-782-8383

1 TERM

1.1 This contract shall be effective from July 1, 2010 through June 30, 2011

2. SCOPE OF SERVICES

2.1 Contractor shall videotape all City Council meetings at 7:00 p.m. on the first and third Mondays of each month (unless the Monday is a holiday in which case the meetings are held the following Tuesday). Videotaping shall also include City Council Work Sessions which fall on the second or fourth Monday of the month except during the months of July and August. All meetings shall be recorded in the Super VHS format.

2.2 City Council meetings are held in the City Council Chamber located at the City of Watertown City Hall. A larger meeting room is scheduled when greater than normal public interest in a subject or issue is anticipated. Contractor shall provide appropriate camera equipment necessary to videotape meetings held in alternative locations. Contractor will be notified in advance if a change of venue is anticipated.

2.3 Contractor shall provide all necessary supplies and resources to complete the productions including but not limited to cameras, videotapes, DVD's, appropriate electronic equipment, staff, etc. City will provide all Super VHS videotapes required for recording of City Council meetings.

- 2.4 Contractor shall not edit audio or video recordings of City Council meetings.
- 2.5 All meeting recordings shall become the property of the City of Watertown. Contractor shall be allowed to post recorded City Council meetings on personal website located at URL www.steveweedproductions.com. No advertisements of any kind shall be sold, included or displayed relating to recorded City Council meetings on Contractor's website.
- 2.6 In the event the Contractor's video recording equipment fails and the Contractor is unaware of an equipment problem prior to a session, or if such an issue arises during a session, the Contractor will not be expected to provide backup equipment and will not be held accountable for failing to record that session. Additionally, the City will not be charged for the recording of that meeting.
- 2.7 Contractor shall deliver the master recording on Super VHS, one copy on DVD and a computer formatted version to the City of Watertown City Manager's Office at 245 Washington St., Suite 302 no later than the close of business the day after the City Council meeting.
- 2.8 Contractor shall assist the City in reviewing ways to improve cable casting of City Council meetings, including advising the City relative to procedures, equipment, programming of equipment, or training relative to these services. Contractor will assist the City in training City staff to operate and maintain the City's videotaping system or portions thereof.
- 2.9 All recordings of City Council meetings must adhere to the broadcasting rules and regulations of Time Warner Cable and their Public, Educational and Governmental (P.E.G.) access channel.

3 COMPENSATION

- 3.1 In consideration of Contractor's performance of all of its obligations here under, City agrees to pay Contractor \$150.00 per recorded City Council session. For sessions which will require minimal recording time, limited camera views and generally be used for documentation purposes only, Contractor will be allowed to use one camera for appropriated session. Contractor will be notified of short meetings in advance and will be paid \$100.00 per recorded session. A session is defined as the Council convening at 7:00 p.m., or a special convening of the City Council at another time (i.e. 5:30 p.m.), and ending when the meeting has been officially adjourned by the City Council.
- 3.2 City agrees to pay Contractor on a monthly basis upon receiving an invoice for services satisfactorily performed.

4 LIABILITY

- 4.1 Contractor shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorneys fees, growing out of or resulting directly or indirectly from the performance of this contract, except for that resulting from the sole negligence of the City.
- 4.2 The Contractor agrees to furnish the City with a Certificate of Insurance naming the City as an additional insured covering public liability in the amounts of \$500,000 per person and \$1,000,000 per occurrence and property damage in the amount of \$100,000.
- 4.3 The Contractor shall procure and obtain Workers' Compensation Insurance in accordance with the laws of the State of New York. Said insurance shall cover all persons defined or determined to be employees of Contractor by the laws of the State of New York.

5 GENERAL PROVISIONS

- 5.1 **ASSIGNABILITY:** This contract calls for personal performance by Contractor, and Contractor may not assign its obligations here under.
- 5.2 **TERMINATION:** City may terminate this contract in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. City will provide 30 days prior written notice by certified mail, return receipt requested of its intent to terminate or have it hand delivered.
- 5.3 **WAIVER:** Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.
- 5.4 **ATTORNEY'S FEES:** In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract, or be a separate obligation as appropriate.

5.5 EXTENT OF CONTRACT: This contract supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Mary M. Corriveau, City Manager

STEVE WEED PRODUCTIONS

By: _____
Steve Weed, Owner

June 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement Between the City of Watertown
and the Watertown City School District, School Resource Officer

For the last three years, the City of Watertown and the Watertown City School District have partnered to provide School Resource Officer (SRO) services in Watertown High school and Case Middle School. This program has been a tremendous success for the Police Department and the School District. Police Detective John Montrois has served as the SRO since the inception of this program. Detective Montrois' commitment to the program, relationship with the teachers and administration and true desire to make a better tomorrow for the students have contributed to the program's success. Detective Montrois has announced his retirement and his replacement, Officer Scott McIntyre, has been selected by the Police Chief.

The initial three (3) year Agreement between the City and the School District expires on July 31, 2010. Representatives from the City and the School District have met and reviewed the terms of the expiring Agreement and are recommending that a new three (3) year Agreement be entered into between the parties. The Agreement defines the duties and responsibilities of the SRO, the duties of the City, the duties of the School district, the financing of the position, the appointment/selection of the SRO and the dismissal or replacement of the SRO. Under the terms of this three (3) year Agreement, the City will provide a trained officer who will, at all times, remain an employee of the City, but who will work with the School District on instructional activities; attend parent/faculty meetings; be available for conferences with students, parents and faculty; develop strategies to minimize dangerous situations; conduct formal police interviews; and conduct investigations. The School District will continue to provide the SRO with an office, and supplies need to perform the duties of SRO.

Financing of the SRO position will be shared between the City and the School District. Expenses will be prorated based on the number of days the individual actually works as the SRO, to the total days worked. Vacation days and sick days will not be considered days worked for this calculation. When the SRO is not performing SRO duties, the officer will be working in the Police Department. SRO services will be provided during the school year, with time at the beginning and end of the year to put plans together and complete work started. The SRO position and the offsetting revenue from the School District are contained in the adopted Fiscal Year 2010 -2011 budget.

A resolution approving this Agreement has been prepared for City Council consideration.

Page 1 of 1

Approving Agreement Between the
City of Watertown and the Watertown City
School District, School Resource Officer

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 possesses authority over the Watertown Police Department, which was created as a department and agency of the city government by Charter, and

WHEREAS it is the intent and desire of the City of Watertown and the Watertown City School District to provide for services of a School Resource Officer,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the School Resource Officer Agreement between the City of Watertown and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Agreement on behalf of the City.

Seconded by

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this day of June 2010, by and between the Watertown City School District ("District"), and the City of Watertown ("City").

WITNESSETH:

WHEREAS, the City possesses authority over the Watertown Police Department, which has been created as a department and agency of city government by Charter;

WHEREAS, it is the intent and desire of the City and District to provide for the services of a School Resource Officer("SRO") as set forth herein,

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the District and the City as follows:

ARTICLE I

Term

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such District school sites as more fully described herein below for a term commencing on August 1, 2010 and expiring three (3) years thereafter on July 31, 2013. It is expressly agreed and understood that the District and the City shall not be bound hereby beyond the foregoing three (3) year term.

ARTICLE II

Rights And Duties Of The City

The City shall provide an SRO and SRO services as follows:

(A) Training

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as SRO, the City shall certify in writing to the Superintendent of the District that such person has

had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (*e.g.*, D.A.R.E.).

(B) Assignment of SRO

(1) The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve at Watertown High School and Case Middle School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the District, the City Manager of the City of Watertown, and the Chief of Police of the City. In addition, the SRO shall perform services on an as needed basis in the District's elementary schools, and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the Administrative Sergeant within the Watertown Police Department, who, as the SRO's supervisor, will work with the school administration of the District in providing for the rendition of SRO services as outlined herein.

(C) Regular Duty Hours Of SRO

(1) The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer employed by the City. It is agreed and understood that pursuant to clause (D) (2) (d) below, the SRO will from time to time be expected to attend meetings of parents/ faculty and school functions on request of a principal.

(D) Duties of SRO

(1) Instructional responsibilities/duties of SRO.

The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training;

teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs.

(2) Additional Duties and Responsibilities of the SRO.

(a) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The SRO shall make himself/herself available for conferences with students, parents, and faculty members to assist with problems of law enforcement or of a crime prevention nature.

(f) The SRO shall become familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal in writing if a referral has been made.

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.

(h) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to District Policy, Watertown Police Department Policy, New York State law, and other legal requirements with regard to such interviews.

(i) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(j) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(l) The SRO may conduct investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the SRO serves.

(m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or District disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of District disciplinary policies and codes and the discipline codes of each school. The SRO shall

become familiar with district/school disciplinary codes and standards, and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(o) The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions.

(p) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

ARTICLE III

Rights and Duties of the District

The District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Watertown City School District to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to a properly lighted private office which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, a desk chair, two office chairs, a work table, filing cabinet, and office supplies.
- (D) Access to a computer and a typewriter.
- (E) Cell phone service.
- (F) A complete copy of the District's policy manual concerning students.

ARTICLE IV

Financing of the SRO program

For the term of this Agreement, the financing of the SRO will be shared between the District and the City. Expenses will include SRO's salary, including overtime, benefits, workers' compensation/207c expenses, vehicle expenses, and equipment. Expenses shall be prorated based on the number of days the individual selected to serve as the SRO actually works as the SRO. The City will bill the School District quarterly, in advance, beginning on August 1st of each year the amount of \$12,500. On June 30th of each year, a true-up will be done and the actual expenses associated with providing this service will be prorated based on actual days worked as SRO/total days worked. Vacation days and sick days will not be considered days worked. Any difference between the actual expenses associated with providing the SRO shall be billed or credited to the District.

ARTICLE V

Employment status of the SRO

The SRO shall be an employee of the Watertown Police Department, and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Watertown Police Department.

ARTICLE VI

Appointment of SRO

(A) The City Manager shall assign an officer who is qualified to be an SRO. An Interview Committee composed of the Superintendent, the Director of Personnel for the District, two (2) principals appointed by the Superintendent, and the Chief of Police will interview any candidate or candidates.

(B) SRO applicants must meet the following requirements:

- (1) The applicant must be a volunteer for the position of SRO.
- (2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.

(3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(D) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be forwarded to the City Manager, who shall appoint officers from the list of those recommended.

ARTICLE VII

Dismissal of SRO/Replacement

(A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager. If the City Manager so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The City Manager or Chief of Police may reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of the City of Watertown.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City Manager shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Interview Committee following the process set out in Article VI shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

ARTICLE VIII

Termination of Agreement

This Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE IX

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent of Schools
Watertown City School District
District Offices
1351 Washington Street
Watertown, NY 13601

City Manager
City of Watertown
245 Washington Street, Suite 302
Watertown, NY 13601

ARTICLE X

Good Faith

The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District's School Board and City Council is obtained.

ARTICLE XIII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

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: _____
Mary M. Corriveau, City Manager

Watertown City School District

By: _____
Terry Fralick, Superintendent of Schools

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2010 before me personally came Mary M. Corriveau, who being by me duly sworn, did depose and say that she resides in Watertown, New York; that she is City Manager of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that she signed her 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 Terry Fralick, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Superintendent of Schools, for the Watertown City School District, the District described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said School Board of the Watertown City School District.

Notary Public

Res No. 4

June 14, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Amendment No. 74 to the Management
and Management Confidential Pay Plan For Fiscal Year 2010-11

The Fiscal Year 2010-11 Budget contains an appropriation for a one and a half percent (1.5%) raise for Management and Management Confidential employees.

A resolution has been prepared for City Council consideration that establishes the Management and Management Confidential Salaries for the fiscal year beginning July 1, 2010. These salaries reflect a 1.5% increase over those received in 2009-10.

Page 1 of 2

Amendment No. 74 to the Management
And Management Confidential Pay Plan

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 with the adoption of the Fiscal Year 2010-11 Budget, the City Council of the City of Watertown appropriated a raise for Management and Management Confidential employees in the amount of one and one half percent (1.5%),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 74 to the Management and Management Confidential Pay Plan, in order to establish the annual compensation for the positions listed below effective July 1, 2010,

<u>Position</u>	<u>2010-11 Salaries</u>
Police Chief	\$ 91,754
City Engineer	\$ 89,443
Superintendent of Water	\$ 82,732
Police Captain	\$ 86,000
City Comptroller	\$ 81,959
Superintendent of Public Works	\$ 80,762
Library Director	\$ 73,064
Assistant Superintendent of Public Works	\$ 69,008
Chief Waste Water Treatment Plant Operator	\$ 67,131
Purchasing Agent	\$ 66,524
Information Technology Manager	\$ 65,238
Superintendent of Parks and Recreation	\$ 64,014
Planning and Community Dev. Cor.	\$ 64,014

Page 1 of 2

Amendment No. 74 to the Management
And Management Confidential Pay Plan

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

Supervisor of Maintenance and Distribution	\$ 62,071
Civil Engineer II (Wood)	\$ 64,922
Chief Water Treatment Plant Operator	\$ 61,895
Code Enforcement Supervisor	\$ 60,846
Street and Sewer Maintenance Supervisor	\$ 60,063
Parks and Recreation Maintenance Supervisor	\$ 60,063
City Assessor	\$ 60,835
Civil Engineer I	\$ 56,548
Planner (Lumbis)	\$ 53,203
Librarian III	\$ 52,251
Accounting Supervisor	\$ 51,845
Confidential Secretary to the City Manager	\$ 41,615
Executive Secretary Civil Service Commission	\$ 37,718
Deputy City Clerk	\$ 36,731
Accountant	\$ 35,514

Seconded by

Res No. 5

June 12, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Approving 2007-10 Contract Between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249

Negotiations have concluded between the City and the International Brotherhood of Electrical Workers, Local 1249, for a successor contract to that which expires on June 30, 2010. Attached for City Council consideration is a new three (3) year Agreement. The principal changes to the expiring Agreement are listed below:

1. The term of the Contract is July 1, 2010 through June 30, 2013.
2. A salary increase of 0.00% is reflected in the wages effective July 1, 2010; an increase of 2.00% is reflected for July 1, 2011; and an increase of 2.5% is reflected for July 1, 2012.
3. Effective July 1, 2010, July 1, 2011 and July 1, 2012 the Health Insurance premium shall be \$1,075, \$1,100 and \$1,125, respectively, per month per employee.
4. All references to PAP payments have been removed from the contract.
5. Language has been added to reflect changes to NYS Retirement Tiers.

A resolution approving this Agreement has been prepared for City Council consideration.

Page 1 of 1

Approving 2010-2013 Contract Between
the City of Watertown and the International
Brotherhood of Electrical Workers, Local 1249

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 2007-2010 Employment Contract between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249, expires on June 30, 2010, and

WHEREAS negotiations have concluded on a successor Agreement, a copy of which is attached and made a part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the 2007-2010 Employment Contract between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249, a copy of which is attached and made a part of this resolution, and

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

Seconded by

CONTRACT
BETWEEN THE CITY OF WATERTOWN,
NEW YORK
AND
I.B.E.W. LOCAL UNION 1249

JULY 1, 2010 THROUGH JUNE 30, 2013

TABLE OF CONTENTS

	Page
Article 1 - AGREEMENT	1
Article 2 - RECOGNITION	2
Article 3 - PURPOSE AND INTENT	3
Article 4 - STATUTORY PROVISIONS	4
Article 5 - NO DISCRIMINATION	5
Article 6 - STRIKES - LOCKOUTS	6
Article 7 - PRODUCTIVITY	7
Article 8 - JOB CLASSIFICATIONS	8
Article 9 - ACCESS TO PREMISES	9
Article 10 - GRIEVANCE AND ARBITRATION	10
Article 11 - DISCIPLINE AND DISCHARGE	12
Article 12 - PROBATIONARY PERIOD	14
Article 13 - SENIORITY	15
Article 14 - AGENCY SHOP	16
Article 15 - CHECK-OFF	17
Article 16 - MANAGEMENT RIGHTS	18
Article 17 - VACANCIES AND PROMOTIONS	19
Article 18 - BEREAVEMENT LEAVE	20
Article 19 - JURY DUTY	21
Article 20 - BULLETIN BOARDS	22

TABLE OF CONTENTS
(Continued)

	Page
Article 21 - TOOLS	23
Article 22 - REST PERIODS	24
Article 23 - LEAVES OF ABSENCE	25
Article 24 - SICK LEAVE	26
Article 25 - PERSONAL LEAVE	28
Article 26 - DISABLED EMPLOYEES	29
Article 27 - DISABILITY INSURANCE	30
Article 28 - DISABILITY SUPPLEMENT	31
Article 29 - CONTRACT WORK	32
Article 30 - MILITARY SERVICE TRAINING	33
Article 31 - INCLEMENT WEATHER	34
Article 32 - CALL-OUTS	35
Article 33 - VACATION	36
Article 34 - HOLIDAYS	37
Article 35 - WORK HOURS AND OVERTIME	39
Article 36 - SAFETY	40
Article 37 - LAYOFF AND RECALL	41
Article 38 - RETIREMENT BENEFITS	42
Article 39 - HEALTH INSURANCE	43
Article 40 - WAGES	45

TABLE OF CONTENTS
(Continued)

	Page
Article 41 - SAVINGS AND SEPARABILITY	47
Article 42 - TERM AND SCOPE OF AGREEMENT	48
Article 43 - STAND-BY PAY	49
SIGNATURE PAGE	50

ARTICLE 1

AGREEMENT

This Agreement is made and entered into this *day of June , 2010*, by
and between:

CITY OF WATERTOWN, WATERTOWN, NEW YORK (hereinafter referred to as
the “Employer”)

and

LOCAL UNION 1249 of the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS** (hereinafter referred to as the “Union”).

ARTICLE 2

RECOGNITION

The employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees employed by the City of Watertown performing electrical and traffic signal work, with the exception of those employed in classifications and titles of professional, administrative or supervisory nature, and with the exception of those employees employed by the Watertown Electric Department who are assigned to the Electric Power Plant as long as they remain members of the Civil Service Employees Association, Jefferson Local 823.

ARTICLE 3

PURPOSE AND INTENT

Section 1 It is the purpose of this Agreement to promote and maintain good relations and cooperation among the Employer, Union, and the employees represented by the Union. This Agreement is intended to set forth the terms and conditions of employment agreed to in collective bargaining and to set forth a procedure for adjusting grievances arising from the interpretation and application of the provisions of this Agreement.

Section 2 It is the desire of the Employer, the Union and the employees in the bargaining unit to cooperate in providing effective service to the customers of the Employer.

ARTICLE 4

STATUTORY PROVISIONS

Section 1 It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 5

NO DISCRIMINATION

Section 1 The Employer and Union affirm that it is their policy to conform with applicable and binding federal and state laws prohibiting discrimination against an employee.

Section 2 There shall be no discrimination by the Employer against any employee or prospective employee due to race, creed, national origin, sex, age, marital status, color, or political affiliation.

Section 3 The Employer will not discriminate against employees on account of their membership in the Union and will not interfere with the right of employees to become members of the Union.

Section 4 Any reference in the Agreement to the masculine gender shall also be deemed to include the feminine gender.

ARTICLE 6

STRIKES - LOCKOUTS

Section 1 During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters related to this Agreement. All such matters must be handled as stated herein.

ARTICLE 7

PRODUCTIVITY

Section 1 The Union recognizes the importance of continued productivity improvements and agrees that, consistent with the terms of this Agreement, it will cooperate with Employer efforts to improve the efficiency, quality and productivity of work performed by members of this bargaining unit; however, it is agreed that Supervisors will not perform work customarily performed by bargaining unit employees.

Section 2 The City and the Union both understand the importance of continued productivity improvements. The City recognizes training as an integral part of improving an employees efficiency, quality and productivity. In support of the members of this bargaining unit, the City requires the members of this unit to obtain training from the International Municipal Signal Association, Inc. toward Technician Certification. Active participation within the program or completion of the program will be required of all members of the bargaining unit. The City will pay for all expenses associated with this training.

ARTICLE 8

JOB CLASSIFICATIONS

Section 1 Jobs will be classified as per Rule XXIII of the “Rules and Regulations of Civil Service of the City of Watertown”, by the administration of Civil Service in the City of Watertown, New York, as provided in the Civil Service Law of the State of New York.

Section 2 The City and the Union will work together to keep job descriptions and classifications current and develop an appropriate training and wage schedule.

ARTICLE 9

ACCESS TO PREMISES

Section 1 The Employer agrees to permit representatives of the International Brotherhood of Electrical Workers and/or Local Union 1249 to enter the premises at such time for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees.

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1 A grievance is hereby defined as an alleged violation of the law governing the employer-employee relationship, or alleged violation of the terms of this agreement or any type of supervisory conduct which unjustly and unlawfully causes an employee to lose his job or any benefits arising out of his job.

Section 2 If any dispute arises between the Union and the Employer as to any unadjusted grievance or as to the rights of either party under this agreement, both parties shall endeavor to settle such matters in the simplest and most direct manner, the procedure, unless changed, or any step thereof waived, by mutual consent, shall be as follows:

First: The Union Unit Chairman or his designee, with or without the employee, shall file in writing and take up the grievance or dispute with the Supt. of Public Works or his designee, within ten (10) working days of its occurrence. If at that time the Unit Chairman or his designee is unaware of the grievance, he shall take it up within ten (10) working days of his knowledge of its occurrence. The Supt. of Public Works shall then attempt to adjust the matter and shall respond in writing to the Unit Chairman within (10) working days.

Second: If the grievance has not been settled, it shall be presented by the Union Business Manager or his designee to the City Manager or his designee with a copy to the Supt. of Public Works in writing within ten (10) working days after the response of the Supt. of Public Works is due. The City Manager or his designee shall respond in writing to the Union Business Manager within ten (10) working days.

Third: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the City Manager or his designee is due, by written notice to the other, submit the grievance to a mutually agreed upon arbitrator or, if one is not agreed on, to the New York State Public Employment Relations Board in accordance with its rules and regulations.

Section 3 No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.

Section 4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a stenographic record of the

proceedings, it may cause such a record to be made and that party shall pay for the record. If both desire a stenographic record, they shall bear the cost equally.

Section 5 The time limits in the grievance procedure may be extended by mutual agreement in writing.

Section 6 Any grievance not processed within the time provision of this article or within the time limits as may be mutually agreed to be extended, shall be deemed to have been satisfactorily resolved and thereby waived.

Section 7 Any step of the grievance procedure may be bypassed by mutual agreement in writing.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1 The Employer shall not discharge or suspend an employee without just cause covered by this Agreement.

Section 2 The first warning for an infraction shall be an oral warning, with the Unit Chairman or grievance committee chairman present. Written notification, with circumstances surrounding the event, will be forwarded to the Union secretary at once.

A second warning will be in writing, with a copy given immediately to the Unit Chairman and the local union secretary. Details of the alleged violation shall be included.

A third warning will be in writing and noted as "Final warning before disciplinary action will be taken". Details of the alleged violation shall be included.

Should an alleged violation occur again, the employee may be suspended up to three (3) days without pay. This action will be subject to the grievance procedure.

Section 3 Discharge shall be subject to the grievance procedure as per Article 10.

Section 4 All letters of warning shall be removed from an employees' record after eighteen months and shall not be used in any future disciplinary action. A log shall be retained in the personnel file indicating the dates of issue and removal for all letters of warning. Such log shall not be used in any future disciplinary action.

Section 5 When an employee within the bargaining unit is disciplined, suspended, or discharged for cause, the Employer will, when possible in advance, notify the Union representative. It is understood and agreed that no employee shall be disciplined or released until he has been given reasonable opportunity to meet the Employer's standards. Employees who are found under investigation to have been suspended or released in violation of this Agreement, shall be restored to their former position with full back pay.

Section 6 Nothing within this article shall preclude the Employer from either immediately suspending or discharging an employee for offenses or infractions so repugnant to the workplace that such disciplinary action may be appropriate. Such disciplinary action may be appropriate for, but not limited to, the use of alcohol or other drugs on the job, intoxication on

the job, or theft of the employer's property. Any suspension or dismissal is subject to the grievance procedure and/or recourses available under the law.

ARTICLE 12

PROBATIONARY PERIOD

Section 1 Each employee, whether in a permanent appointment, training position, or other position requiring probation, shall serve a probationary term equal to the minimum allowed by the “Rules for Classified Civil Service of the City of Watertown”.

Section 2 The Union shall represent probationary employees under the terms and conditions of this contract.

ARTICLE 13

SENIORITY

Section 1 Bargaining unit seniority shall be the length of an employee's continuous service as measured from the employee's first date of hire.

Section 2 When two employees have the same bargaining unit seniority date, the older employee from the stand point of age shall be considered the senior man in all matters relating to seniority.

Section 3 Temporary employees shall not accumulate seniority, but if and when such employee is hired as a permanent employee, he shall be immediately credited with seniority for all past employment.

Section 4 Bargaining unit seniority shall apply in determining the accumulation of benefits where length of service is a factor as specified in this agreement.

Section 5 In July of each year or when the list is altered or adjusted, the Employer shall, upon the union's request, provide to the union a list of bargaining unit employees with their date of hire.

Section 6 To the extent permitted by Civil Service law and rules, the bargaining unit Chairperson and the other elected unit officers, in the event of a layoff, shall be continued at work at all times provided they can perform any of the work available.

ARTICLE 14

AGENCY SHOP

Employees are free to join or not join the Union. All present employees who are not union members and who do not in the future become and remain members shall, immediately following a thirty day period from the date of the signing of this Agreement, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in any amount equal to the regular monthly flat rate and percentage dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union.

All new employees who do not become Union members after thirty (30) calendar days employment shall, as a condition of employment, pay the Union each month commencing after said date, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly flat rate and percentage dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union.

ARTICLE 15

CHECK-OFF

Section 1 During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate dues and initiation fees or service charge, said deduction to be made as follows: from the first paycheck of each month, the flat rate dues and percentage dues and from each remaining bi-weekly paycheck, the percentage dues. Dues collected shall be remitted by the fifteenth (15) day of the month, together with a list of employees on whose behalf the deduction was made.

Section 2 The financial secretary of the Union shall certify in writing to the Employer the amount of monthly flat rate and percentage dues, and initiation fees, or service charge, to be checked off under this Article and the Employer may rely completely on this Certification.

Section 3 The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

ARTICLE 16

MANAGEMENT RIGHTS

Section 1 The Employer reserves the exclusive right to manage the business of the City of Watertown and to direct the employees in the discharge of their duties. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this agreement.

ARTICLE 17

VACANCIES AND PROMOTIONS

Section 1 When a non-competitive permanent job vacancy occurs, the employer will make every effort to fill the vacancy from within his present work force should there exist interested candidates.

Section 2 When a competitive job vacancy occurs, the employer will give first consideration to fill the vacancy from his interested employees providing he/she qualifies under the "Rules for the Classified Civil Service of the City of Watertown".

Section 3 When a new job within the bargaining unit is created by the employer which cannot be properly placed in an existing classification, the City Manager will develop a job classification in conjunction with the City of Watertown Civil Service Commission.

Section 4 When a job vacancy occurs in the bargaining unit for other than line crew foreman, the employer will post a notice of such vacancy for a period of fifteen (15) working days on the union bulletin boards. The notice of vacancy shall state the job classification, rate of pay, and nature of the job requirements. An employee who applies for a posted position shall be notified in writing of his or her application.

Section 5 Employees may submit an application for the posted position prior to the end of the posting period. When two or more employees seek the promotion, where skill, ability, qualifications, and experience are equal, bargaining unit seniority shall prevail.

Section 6 When a vacancy is filled from within, the promoted employee shall serve a twelve (12) week trial period in the new job during which time the employee may elect to be removed from the position and return to his or her previous classification.

ARTICLE 18

BEREAVEMENT LEAVE

Section 1 The City agrees to amend its leave rules to provide up to three (3) days for bereavement leave per incident in the immediate family. The City agrees to provide bereavement leave to the employees for actual loss of time from their scheduled work on any of the three (3) consecutive calendar days beginning on the day following the date of death; provided in all cases if the employee actually attends the funeral. The City is entitled to reasonable verification of the death and the employee's attendance at the funeral. Days off need not be granted in the event of a City-wide emergency.

Section 2 The immediate family includes husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, grandfather or grandmother of spouse, son-in-law, daughter-in-law, mother or father-in-law, brother-in-law, and sister-in-law.

Section 3 An employee entitled to funeral leave while on vacation shall not lose vacation time.

ARTICLE 19

JURY DUTY

Section 1 An employee called for and who performs jury duty will be compensated for the difference between payment for such duty and the payments he would have received for straight time hours he/she would have worked.

Section 2 Employees performing jury duty will be paid their full wages with the express understanding that compensation received for jury duty will, immediately upon receipt by such employee, be turned over to the Employer, pursuant to this section.

Section 3 An employee who does report for jury duty and is excused shall report back to work with no loss of pay.

Section 4 The City reserves the right to petition the competent jurisdiction to excuse an employee called for jury duty when such an absence will adversely affect the operations of the department.

ARTICLE 20

BULLETIN BOARDS

Section 1 The Employer shall provide a bulletin board located on a wall in a conspicuous area, for the posting of information of interest to the employees. The board shall be made of appropriate material and shall measure no less than two feet in length by two feet in width. Examples of publications are, notice of union meetings; union elections; appointments; and results of union elections; notices of union recreational and social affairs; union safety bulletins; and news releases relating to employee's jobs or union.

Section 2 Outdated notices shall be removed from the bulletin board. Notices having no effective date shall be removed after thirty days.

ARTICLE 21

TOOLS

Section 1 The Employer shall provide all tools that it deems necessary to the performance of work including but not limited to: hand tools, line belts, safety straps, tool bags, rubber gloves, rubber glove protectors, and leather work gloves. Such tools shall be owned by the Employer and used exclusively on the Employer's behalf. It shall be the Employee's responsibility to ensure for the proper use and maintenance of such tools, ordinary wear and tear and loss excepted. Improper use, resulting in damage or loss, as determined by the Supt. of Public Works and line crew foreman may result in the Employee replacing such tools at his own expense.

Section 2 The Employer shall reimburse employees for the cost of one pair of lineman's boots (shoes) per year.

ARTICLE 22

REST PERIODS

Section 1 Each Employee will be allowed a fifteen (15) minute rest period during each half of the daily shift.

Section 2 Breaks will be observed at a time and place that will minimize disruption to continuing operations.

ARTICLE 23

LEAVES OF ABSENCE

Section 1 Employees may be eligible for leaves of absence, without pay, without loss of seniority, not to exceed one year after three months' service with the Employer.

Section 2 Any request for a leave of absence shall be submitted in writing by the Employee to the City Manager through the department head. The request shall state the reason the leave of absence is requested. The City Manager shall respond to the request in writing in a timely manner.

Section 3 The Employer may, by a request from the Employee, extend the leave of absence beyond the one year, according to law.

Section 4 A leave of absence will be granted for pregnancy.

Section 5 Pregnancy leave of absence may start after the sixth month of pregnancy as certified by a doctor. Should a doctor certify that it may be detrimental to the employee's health to continue working, the leave of absence will be granted before the sixth month.

Section 6 It is agreed that the Employee shall be entitled to return to his employment in the same position following all leaves of absence.

ARTICLE 24

SICK LEAVE

Section 1 An Employee shall be entitled to start to earn sick leave from his date of hire. He shall accumulate sick leave as long as he is in the service of the Employer at the rate of one (1) day per month to a maximum of one hundred and eighty (180) days.

Section 2 An Employee shall be permitted three (3) consecutive days bona fide sick leave before a doctor's certificate may be required.

Section 3 Sick time may be used for physical examinations by a doctor, and for dental and eye examinations and/or treatment, if such examinations or treatments cannot be scheduled during non-working hours, in increments of not less than 1/2 day.

Section 4 Any Employee on an approved leave of absence will retain accumulated sick leave.

Section 5 Upon retirement, or upon death of employee who has five (5) or more years of service, all accumulated sick leave will be paid in an amount equal to 20% of the Employee's rate of pay in effect on the pay day immediately preceding the Employee's retirement, or death, or upon retirement, he may choose the option under Article 38 of this Agreement.

Section 6 An employee who becomes ill or injured while on a vacation may upon request be placed on sick leave instead of vacation time. A physician's statement will be required.

Section 7 Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to contagious disease. Sick leave pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.

Section 8 If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a physician, has been filed with the Department Head. Additional certificates may be required in cases of

prolonged illness. The City Manager may require a certificate of disability for absence of less than a week.

Section 9 Pursuant to the Family Medical Leave Act of 1993, eligible employees who request an unpaid, job protected family or medical leave of absence must first exhaust all accrued vacation and/or sick leave, whichever is applicable.

ARTICLE 25

PERSONAL LEAVE

Section 1 Employees shall be granted two (2) days per year, paid personal leave. Employee need not submit a reason for personal leave to his/her supervisor.

ARTICLE 26

DISABLED EMPLOYEES

Section 1 The Employer shall make every effort to place Employees who, through physical disability or otherwise become disabled on their present job, on work which they are able to perform.

ARTICLE 27

DISABILITY INSURANCE

Section 1 The City will obtain and bear the premium cost of disability insurance coverage for its Employees covered by this Agreement that is comparable in coverage and benefits to the disability coverage required of private sector employers by the State of New York.

Section 2 Employees absent due to disability shall be required to comply with notice and filing requirements imposed by the Employer's disability insurance carrier. Employees may be required to provide medical verification of the existence or continuation of a disability.

ARTICLE 28

DISABILITY SUPPLEMENT

Section 1 An Employee collecting disability benefits payments may elect, by written notification to the Department Head, to supplement such payments from his or her accrued sick leave up to a maximum of two sick leave days per week at his or her regular weekly straight time hourly pay. This provision cannot be elected if the injury occurred while the employee was on the payroll of another person or company.

ARTICLE 29

CONTRACT WORK

Section 1 Should the Employer contract out work that is covered under this Agreement, there shall be no reduction in the work force or reduction below forty (40) hours a week worked during the time the contract is in force.

Section 2 When employing a contractor, the Employer shall, within the limits of the law, make every effort to employ a contractor in harmonious relations with I.B.E.W. Local 1249.

ARTICLE 30

MILITARY SERVICE TRAINING

Section 1 Employees shall be granted all employment and re-employment rights to which they are entitled under applicable State and Federal statutes.

ARTICLE 31

INCLEMENT WEATHER

Section 1 Employees shall not be required to perform line work during inclement or stormy weather except in the case of emergency.

Section 2 The Supt. of Public Works or his designee, in consultation with the Line Foreman shall be the judge as to what constitutes inclement weather.

Section 3 It is understood that the Employees will bring all work to a point where it will be reasonably safe.

Section 4 When work in inclement weather is required, all foul weather gear will be furnished by the Employer. This will include rain coats with hoods, rain pants, boots, and work gloves.

ARTICLE 32

CALL-OUTS

Section 1 When an employee is called out or ordered out to work in emergency other than normal work hours, said Employee shall be paid two (2) hours at one and one-half their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time, overtime, Sunday or holiday rate, as the case may be. Call-outs during lunch periods shall not be included in this Section as long as the Employee is given time to eat his/her lunch after the emergency.

The provisions of this section shall not be construed as requiring the City to pay call-in pay in the event that an Employee is called in to work during a two (2) hour period for which an entitlement to call-in pay has already been earned.

Section 2 Overtime meals shall be eaten on the Employer's time not to exceed one-half hour.

Section 3 An Employee who works sixteen (16) consecutive hours in a twenty-four (24) hour period shall be allowed a rest period of eight (8) consecutive hours before returning to work. Any part of such rest period which falls during the Employee's regularly scheduled shift shall be compensated at straight time provided the Employee works the balance of the scheduled shift, if any.

ARTICLE 33

VACATION

Section 1 An Employee's annual vacation entitlement shall be determined by his/her seniority in accordance with the following schedule:

<i>0 to 3 years continuous service</i>	<i>- 10 working days</i>
<i>4 to 7 years continuous service</i>	<i>- 15 working days</i>
<i>8 to 15 years continuous service</i>	<i>- 20 working days</i>
<i>16 or more years continuous service</i>	<i>- 25 working days</i>

Any employee hired after October 19, 1993 shall accrue annual vacation entitlement in accordance with the following schedule:

<i>0 to 5 years continuous service</i>	<i>- 10 working days</i>
<i>6 to 15 years continuous service</i>	<i>- 15 working days</i>
<i>16 or more years continuous service</i>	<i>- 25 working days</i>

Section 2 Upon separation from service with the Employer, an Employee shall be paid in cash payment of the monetary value of properly accumulated and unused vacation standing to the credit of the Employee.

Section 3 Employees may carry over ten (10) days maximum annually. Unused vacation days in excess of the ten (10) day carry over will be lost.

Section 4 Vacation time of forty (40) or more hours will be scheduled and approved fourteen (14) calendar days in advance. Any vacation leave of less than forty (40) hours will be scheduled and approved two (2) calendar days in advance. Vacation time must be taken in increments of at least four (4) hours.

Section 5 When a holiday falls in an Employee's vacation, he/she shall not be charged with a day's vacation for that holiday.

ARTICLE 34

HOLIDAYS

Section 1 The following days shall be recognized as paid holidays:

<i>New Years Day</i>	<i>Columbus Day</i>
<i>Martin Luther King's Birthday</i>	<i>Veterans' Day</i>
<i>Presidents' Day</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Day After Thanksgiving</i>
<i>Independence Day</i>	<i>Christmas Day</i>
<i>Labor Day</i>	

Section 2 When any of the above holidays fall on a Sunday, the following day will be observed, and holidays falling on Saturday will be observed on the preceding Friday.

Section 3 To be entitled to holiday pay, the employee must actually work his or her scheduled work day immediately preceding the holiday or subsequent to the holiday.

Section 4 Floating Holidays

A. Unit members will be allowed to take the following holidays as floating holidays:

Martin Luther King Jr. Day	Presidents' Day
Memorial Day	Columbus Day
Veterans' Day	

A request to work any of the aforementioned holidays must be submitted to the employee's immediate supervisor three (3) working days in advance.

Floating holidays must be used within ninety (90) calendar days of the actual holiday. Failure, on the part of the employee, to use the floating holiday within the ninety (90) calendar days will result in loss of the floating holiday.

Use of the floating holiday will require three (3) working days notice to the immediate supervisor. Use of the time will be at the discretion of the immediate supervisor.

Employees who work the holiday will receive eight (8) hours of pay at his regular hourly rate. The employee will not receive eight (8) hours holiday pay for the day.

B. If the employee on stand-by exercises his right to work the holiday, they will not be additionally compensated for holiday stand-by pay. This means that they will receive ten (10) hours of stand-by pay rather than twelve (12) hours.

C. If the employee on stand-by exercises his right to work the holiday, they will be compensated at the holiday rate for call-in.

Section 5 Vacation days shall be considered as days worked.

Section 6 Paid sick leave shall be considered as days worked.

ARTICLE 35

WORK HOURS AND OVERTIME

Section 1 There shall be maintained a basic work day of eight (8) hours and basic work week of forty (40) hours between Monday and Friday, for all classes of employees, with the understanding if any of them be required to work in excess of eight (8) hours per day or forty (40) hours per week, such work will be paid at the prevailing rate of overtime.

Section 2 All overtime work will be paid for at the rate of time and one-half the regular straight time rate, except for work performed on Sunday and Holidays, which will be twice the regular straight time rate.

Section 3 Pay for working a holiday shall not preclude receipt of regular holiday pay.

Section 4 As far as practical, overtime shall be distributed equally among employees in each work group of job classification, taking into account the qualification required and availability of employees.

Section 5 No employee shall be laid off on a regular scheduled work day to equalize overtime.

Section 6 When possible, employees shall be notified twenty-four (24) hours in advance of any scheduled overtime.

Section 7 For the purpose of computing overtime pay on any given work day or in any given work week, paid time off for personal leave, vacation time, sick time, or holiday falling within any such period shall be considered as hours worked.

Section 8 All employees understand the critical nature of the work performed by the City of Watertown to maintain the health, safety and welfare of the citizens of the community, and therefore understand that when they are ordered to report to work overtime, they shall respond as soon as reasonably practicable.

ARTICLE 36

SAFETY

Section 1 The Employer and the Union shall form a Labor-Management Safety Committee which shall meet quarterly or when specifically called and shall make rules and requirements governing all matters pertaining to safety, training, education, and testing of equipment. Each party shall designate two (2) representatives to the Committee.

Section 2 Employees shall work under the New York State Lineman's Safety Training Fund "Accident Prevention Rules" or greater standards where required. The safety laws shall be in compliance with State and Federal safety laws.

Section 3 It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with safety rules and standards.

Section 4 It is the Employer's responsibility to comply with safety and health standards, rules, regulations, and orders issued under the provisions of this contract, and applicable to his/her employment conduct.

Section 5 No employee shall engage in outside employment that adversely affects his/her ability to work under the provisions of this contract.

ARTICLE 37

LAYOFF AND RECALL

Section 1 It is acknowledged that Civil Service Rules that govern layoff and recall, to the extent applicable, supersede the provisions of this Article.

Section 2 Layoffs shall be made in accordance with the classification seniority.

Section 3 The Employee with the least job classification seniority in the affected classification shall be laid off first.

Section 4 Such laid off employee shall have an opportunity to displace the least senior bargaining unit employee who occupies a job for which the laid off employee is qualified.

Section 5 When a recall occurs, the employee laid off last shall be rehired first.

ARTICLE 38

RETIREMENT BENEFITS

Section 1 The Employer will maintain for all Tier I and Tier II employees the Career Retirement Plan as provided under Section 75-i of the New York State Retirement and Social Security Law; Tier III employees shall be covered by the benefits of Article 14 or Article 15, whichever provides the greater benefit; Tier IV employees shall be covered under Article 15 of the Retirement and Social Security Law. All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits, until such time as a new Tier is established by the NYS Retirement System.

Section 2 Upon retirement, an employee may at his option apply unused sick leave days towards his retirement under Section 41j of the New York State Retirement Law, or be compensated under Article 24 of this Agreement.

ARTICLE 39

HEALTH INSURANCE

Section 1 Effective July 1, 2010 through June 30, 2011 the Employer will contribute to the Local Union 1249 Insurance Fund \$1,075.00 per employee per month. Effective July 1, 2011, through June 30, 2012, the Employer will contribute to the Local Union 1249 Insurance Fund \$1,100.00 per employee per month. Effective July 1, 2012, through June 30, 2013, the Employer will contribute to the Local Union 1249 Insurance Fund \$1,125.00 per employee per month.

Section 2 Effective July 1, 2010, for all employees, the employer will contribute to the Local 1249 Insurance Fund eighty-five (85%) of health insurance premium \$1,075.00. The employee shall be responsible for paying fifteen percent (15%) of health insurance premium of \$1,075.00.

Effective July 1, 2011, for all employees, the employer will contribute to the Local 1249 Insurance Fund eighty-five (85%) of health insurance premium of \$1,100.00. The employee shall be responsible for paying fifteen percent (15%) of health insurance premium of \$1,100.00.

Effective July 1, 2012, for all employees, the employer will contribute to the Local 1249 Insurance Fund eighty-five percent (85%) of health insurance premium of \$1,125.00. The employee shall be responsible for paying fifteen percent (15%) of health insurance premium of \$1,125.00.

For employees hired on or after July 1, 2007, the employer will contribute to the Local 1249 Insurance Fund eighty percent (80%) of the health insurance premium. The employee shall be responsible for paying twenty percent (20%) of the health insurance premium.

Section 3 Monthly premiums will be paid in advance and shall be received at the Fund Office by the first (1st) of the month for which they are intended.

Section 4 All rules and regulations for the operation and maintenance of the Insurance Fund shall be prescribed by the trustees thereof and shall be subject to all state and governmental regulations pertaining thereto.

Section 5 The City shall have no responsibility for the operation and maintenance of the Insurance Fund other than complying with Section 1.

Section 6 For employees hired after July 23, 2003, the City's obligation to pay the employees' share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

Section 7 Upon retirement, health insurance coverage will be provided under the City's insurance plan. For retired employees, the City and the employee shall be required to continue to pay the premium at the same percentage that active employees are obligated to pay, which has been the City's past practice.

Section 8 For employees hired after July 23, 2003, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has comparable paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that comparable coverage is not available. Any dispute as to what constitutes comparable coverage shall be referred to a mutually acceptable arbitrator for determination or adjustment.

Section 9 A Section 125 Plan shall be offered to employees to provide for employee health care expenses and childcare expenses.

Section 10 Deferred Compensation. Individuals covered by this contract shall be entitled to sell up to three (3) vacation days and convert them into the City's 457 plan.

ARTICLE 40

WAGES

Section 1 The following hourly wage rates shall be paid effective the dates indicated.

<i>Grade</i>	<i>Title</i>	<i>Effective Date - 7/1/2010</i>
E 28	Line Crew Chief	\$29.84
E 24	Lineman I	\$28.19
E 23	Lineman II	\$24.13

<i>Grade</i>	<i>Title</i>	<i>Effective Date - 7/1/2011</i>
E 28	Line Crew Chief	\$30.44
E 24	Lineman I	\$28.75
E 23	Lineman II	\$24.61

<i>Grade</i>	<i>Title</i>	<i>Effective Date - 7/1/2012</i>
E 28	Line Crew Chief	\$31.20
E 24	Lineman I	\$29.47
E 23	Lineman II	\$25.23

Section 2 Lineman II Trainee Position

New appointments shall be made at the Year 1 step. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the Year 1, 2 or 3 step when such action is determined to be in the best interest of the City.

The pay rates for Lineman II Trainee will be determined as a percentage of Lineman II wages and will be as follows:

Year 1	60%
Year 2	68%
Year 3	76%
Year 4	84%
Year 5	92%

ARTICLE 41

SAVINGS AND SEPARABILITY

Section 1 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement, or those applications of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained, shall not be affected thereby.

Section 2 When any provision of this Agreement is invalidated, as described in Section 1 of this Article, the parties shall negotiate a substitute for the invalidated provision.

ARTICLE 42

TERM AND SCOPE OF AGREEMENT

Section 1 The term and scope of this Agreement shall be for the period **July 1, 2010** through **June 30, 2013**.

ARTICLE 43

STAND-BY PAY

Section 1 An employee who is assigned stand-by duty on a weekly basis shall receive ten (10) hours pay for his stand-by pay per week at his regular straight time rate. In the event that stand-by duty is assigned for less than weekly periods, pay for stand-by duty shall be pro-rated.

Section 2 An employee assigned to stand-by duty on a paid holiday will receive an additional two (2) hours stand-by pay.

Section 3 The wages earned by the employee while on stand-by duty will be debited against their stand-by account for that week. If the employee works more call-out hours than the ten (10) hours pay per week as stated in Section 1 or more than the twelve (12) hours of pay per week as stated in Section 2, he will be paid for this time worked.

Section 4 Stand By Pay will be worked and calculated on a Tuesday at the end of scheduled work day through to the beginning of a scheduled work day the following Tuesday basis.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

This *day of June 2010.*

City of Watertown, New York

Signed

Mayor _____ **-----** _____
Title _____ **Date**

I.B.E.W. Local Union 1249

Signed - Business Manager

Signed - Negotiator

Date

June 15, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Establishing Standard Work Day for Elected
And Appointed Officials, NYS Retirement System

In August 2009, the New York State Retirement System adopted new regulations for the establishment of a standard work day and the reporting of days worked for elected and appointed officials, elected or appointed to a new term. For the City of Watertown, this requirement will affect members of the City Council Members who are sworn into a new term of office on or after January 1, 2010, and are also members of the NYS Retirement System.

Based on the new regulations, the required resolution must be adopted at the first regular meeting held no later than 180 days following a new term, for the City that is by June 21, 2010.

Council Members Macaluso and Smith have submitted their records to the City Clerk. The City Council must now review these records to determine:

- If the activities listed constitute reasonable and appropriate work for the position, and
- If the hours reported seem appropriate for the duties.

Once approved by the City Council, the City Clerk must retain the records of activities for a period of at least 10 years.

City Clerk Donna M. Dutton has reviewed the documents submitted and calculated the number of work days to be reported to the NYS Retirement System by dividing the total number of hours worked by the minimum number of hours in a standard work day (6 hours). A resolution establishing the standard work day and the number of work days to report each month for these members of the City Council has been prepared for City Council approval.

Once adopted, the resolution must be posted on our website for at least 30 days, and an affidavit of the posting and a copy of the resolution must be filed with the Office of the State Comptroller within 45 days of adoption.

RESOLUTION

Page 1 of 2

Establishing Standard Work Days for Elected Officials

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

BE IT RESOLVED, that the City of Watertown hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employee’s Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.

Elected Officials

Title	Name	Standard Work Day Hrs.	Term Begins/Ends	Record of Time Worked/# Days
Council Member	Teresa R. Macaluso	6	01/01/10-12/31/13	5
Council Member	Jeffrey M. Smith	6	01/01/10-12/31/13	7

On this 21st day of June, 2010,

 (Signature of Clerk)

Date enacted _____

I, Donna M. Dutton, clerk of the governing board of the City of Watertown, of the State of new York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 21st day of June, 2010 on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

RESOLUTION

Page 2 of 2

Establishing Standard Work Days for Elected Officials

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.

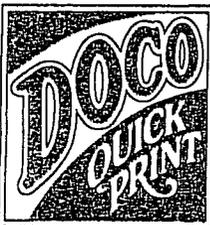
Total

YEA	NAY

I further certify that the full board, consists of 5 members and that 5 of such members were present at such meeting and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Watertown.

Seconded by



We sell more than just printing. We sell service!
 808 Huntington Street • Watertown, NY 13601
 782-6623 • 800-244-DOCOCO
 email: docoprinting@aol.com

Macaluso
March 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	7 ³⁰ -7 ⁴⁵ AM - spoke with constituents 4-5pm - Return phone calls 7 ^P -9 ⁴⁰ pm city council meeting	8 ^A -8 ¹⁵ AM - spoke with constituents re: Breene Ave 10 ⁰⁰ - spoke with constituents re: Breene Ave	3	4	10 ⁰⁰ - phone call - Gary Pilton 2 ²⁵ - phone discussion - Mary Couriveau 15 min 8-9 PM - Review agenda for Monday meeting	8P-9P Review agenda for Monday Read emails from web page	
6 ³⁰ -7 ³⁰ PM - Review material for Monday's work session	7-10pm - City council meeting	9	10	8p-9p - Review agenda for meeting 3/15/10	12	10 ³⁰ -11 ⁴ Review agenda for meeting of 3/15/10	
2 ³⁰ -5 ^P Review agenda for city council meeting DAYLIGHT SAVINGS TIME BEGINS	3 ³⁰ -4 ³⁰ Review agenda for meeting to date 7p-8 ³⁰ p - meeting	16	2 ¹⁵ -4 ²⁰ pm meeting with city manager Mary Couriveau regarding evaluation ST. PATRICK'S DAY	18	1 ⁵⁰ 2 ¹⁵ Read emails from city	20 FIRST DAY OF SPRING	
21	7 ^P -9 ⁴⁰ pm Special meeting called / Executive session	23	24	25	26	27	
28	7 ^P -8 ³⁰ P special meeting: Executive session	30	31	FEBRUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28		APRIL S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	
PALM SUNDAY			PASSEVER				



We sell more than just printing. We sell service!
 808 Huntington Street • Watertown, NY 13601
 782-6623 • 800-244-DOCO
 email: docoprinting@aol.com

Maeakuso
April 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		MARCH S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	MAY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	7 ³⁰ am - 5 ^{pm} 1 Tug Hill Government Day APRIL FOOL'S DAY	2 GOOD FRIDAY	7 ^A - 8 ³⁰ A 3 Review agenda for Monday's meeting 11 ³⁰ - 12 ³⁰ p - Review agenda
4 EASTER	City Council Meeting 7 ^p - 9 ^{pm} 5	6	7	8 ³⁰ - 10 ^A 8 Tour Seneca Island	9 ¹⁵ - 9 ⁴⁵ - Review agenda for Mon's meeting 9	9 ³⁰ - 10 ³⁰ A 10 Review agenda 5 ^p - 7 ^{pm} - Review agenda
11	City Council WORK sess. on 7 ^{am} - 10 ³⁰ pm 12	13	14	15	10 ^A - 11 ³⁰ ← Review Agenda 16	9 ^p - 10 ^p 17 Review agenda for meeting 4/19
18	7 ^p - 9 ³⁰ p 19 City Council meeting	20	21	22	23	9 ^A - 10 ³⁰ A 24 Review proposed budget
9 ^A - 10 ^{AM} + 12 ^N - 3 ^P Review proposed Budget 25	26	3 ^p - 4 ³⁰ p 27 Review budget	3 ^p - 4 ^p 28 Review budget	29	8 ^p - 9 ^p 30 Review Agenda for Monday mtg. 9 ^p - 9 ¹⁵ Review Budget	ARBOR DAY



We sell more than just printing. We sell service!
 808 Huntington Street • Watertown, NY 13601
 782-6623 • 800-244-DOCO
 email: docoprinting@aol.com

Macaluso

May 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				APRIL S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	JUNE S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 9 ⁰⁰ - 9 ³⁰ am Review Agenda for City Coun mtg -
11A - 2Pm 2 Review Agenda for Monday's City Council Mtg. Review - Budget	7P - 9 ³⁰ P 3 City Council Mtg.	4	1 ⁰⁰ - 1 ¹⁵ P spoke with constituents 5	6	10 ⁰⁰ - 10 ¹⁵ - met with City Manager 7 8P - 9P - Reviewed agenda for City Council mtg - (5/10/10)	7A - 8A 8 Review agenda for mtg 5/10
1P - 3 ³⁰ P 9 Reviewed budget for mtg - Monday MOTHER'S DAY	7P - 11Pm 10 City Council work session/ Budget Talks	11	3 ⁰⁰ - 4 ³⁰ pm 12 Review Budget	6 ¹⁵ - 9 ³⁰ 13 Four Aviaary + Budget mtg:	8P - 9Pm 14 Review Budget 3 ³⁰ - 4P spoke w constituent	6 ³⁰ - 7 ⁰⁰ 15 Review agenda for Mon. mtg 10A - 10 ¹⁵ - spoke w constituent ARMED FORCES DAY
16	7 ⁰⁰ - 10 ³⁰ P 17 City Council mtg	2P - 2 ³⁰ Pm 18 visited house for concerned est. 35- 311 High St 6 ³⁰ - 10 ³⁰ P - Budget mtg.	11A - 11 ¹⁵ A 19 calls from constituents about Thompson Park hours	3 ³⁰ - 3 ⁴⁵ P 20 calls from constituents about Thompson Park hours	8P - 9P 21 Review pck from city clerk + agenda for city council mtg	9A - 10A 22 Review agenda 10A - 11A - Reviewed budget -
23	6 ¹⁵ - 10Pm 24 City Council mtg / budget	8 ⁰⁰ - 8 ¹⁵ 25 spoke with Gary Gebb about noise ordinance	26	Call from city manager 15 min spoke w Mayor Graham 15 min 27	28	29
30	MEMORIAL DAY 31					



We sell more than just printing. We sell service!
 808 Huntington Street • Watertown, NY 13601
 782-6623 • 800-244-DOCO
 email: docoprinting@aol.com

Smith

January 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			DECEMBER '09 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	11:30 - 2:00 Swims in Lenny 1	9 pm - 10:30 Council Agenda 2
9 pm - 10 pm Council Agenda 3 2p - 3p (Consistent call)	12 - 1 Council Agenda Review 4	Council 6:30 - 9:00 Council Meeting 5	6 Calls hrs	7	NEW YEAR'S DAY 8	9-10 work session 9
10 5-8 pm Work Session Docs go to site 10	11 6:30 - 9:30 Work Session 11	12 Review Mergers Report 6-7:30 Calls hrs 12	13 7-8 calls council 13	14	15 7-8 council calls 15	16 Calls hr 16
17 9-11 pm Prepare Council Agenda 17	18 MARTIN LUTHER KING, JR. DAY 18	19 Council 6:30 - 10:15 19	20 Calls hr 20	21 9-10 merger/ clerk Review 21	22 Reviews hrs 22	23 Calls hr 23 Research Council Project with Energy 9-12 pm
24	25 Calls Council 6-7 pm 25	26	27 Calls hr 27	28	29	30 9-11 pm Council Agenda 30
31 Calls hr 31			Calls hr 31	9-10 merger/ clerk Review 31		Calls hr 31



We sell more than just printing. We sell service!
 808 Huntington Street • Watertown, NY 13601
 782-6623 • 800-244-DOCO
 email: docoprinting@aol.com

Smith

February 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	6:30 - 9:30 Council meeting 3:00 - 4:00 Review Agenda 1	2 Calls 1hr GROUNDHOG DAY	3 Majors/Clerk Review 9-11pm	4	5 9-10 Review Budget ideas	6 Review Council 2hr Budget forms / Budget 10-12
7 Review Council Info 2hr Budget forms 11-12	8 Budget items 2hr 7-9:30 City Council Workshop	9	10 Calls 1hr	11 Calls 1hr	12	13 Review Council material 2hrs
14 VALENTINE'S DAY	15 PRESIDENT'S DAY	16 MARDI GRAS	17 ASH WEDNESDAY	18 Calls 1hr	19 Review on line 2hr	20 Research 3hrs Budget
21 Review City MAT Energy 2hrs	22 Calls 1hr	23 Calls 1hr	24 Study Budget item 3hr - night	25	26 Calls 1hr	27 Study Energy 2.5 hrs
28	JANUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	MARCH S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31				



We sell more than just printing. We sell service!
 808 Huntington Street • Watertown, NY 13601
 782-6623 • 800-244-DOCOCO
 email: docoprinting@aol.com

Smith

March 2010

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1 2.5hr calls bus ad 7-10 Council meeting	2	3 Calls 1hr	4 Calls 1hr	5 Review Council material 2hrs	6 1hr Calls Council material 2hrs	
7 Review Council material 2hr 1hr Calls	8 7-10:30 Council meeting	9	10 Review Council Info 1hr	11	12 2hrs calls	13 Council Review Info Entry 2.5hrs	
14 Review Council material 3hr DAYLIGHT SAVINGS TIME BEGINS	15 7-8:30 Council meeting	16	17 ST. PATRICK'S DAY	18 4-6:30 meeting city mayor 1hr phone call Council 1hr phone call mayor	19 Council material Review 2hr	20 Research Council 2hr FIRST DAY OF SPRING	
21	22 7-10 Council meeting	23 Calls 1hr	24	25 Calls 1.5hr	26	27 Study Council Survey 2.5hr	
28 PALM SUNDAY	29	30	31 PASSEVER	FEBRUARY S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28		APRIL S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	

Res No. 7

June 15, 2010

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Approving Amendment to the Agreement for Professional Services
With Lu Engineers for the Environmental Investigations on Sewall's
Island

The City received an Environmental Restoration Program (ERP) Grant for \$561,200 to investigate the environmental contamination on Sewall's Island. The City had to match the grant with \$56,800. The match came from another grant the City had from the Environmental Protection Agency (EPA) for investigating Brownfields.

On February 20, 2007, the City Council approved a contract with Lu Engineers to do the investigations and take necessary Interim Remedial Measures (IRM) for an amount not to exceed \$618,000. The primary purpose of the ERP grant is to pay for investigations. The typical and expected progression on these types of projects is to do the investigation and then request a second grant for the cleanup. However, under certain circumstances Interim Remedial Measures can be taken that are considered final remedies. Fortunately, all of the contamination found on Sewall's Island can be cleaned up under IRM's.

To accomplish the cleanup, all of the money available in the EPA grant (\$178,951) was used for the investigation, leaving more ERP funds available for cleanup. The contract with Lu Engineers still reflects only the ERP grant and \$56,800 from the EPA grant and needs to be amended to include all of the remaining EPA grant.

It was previously thought that the two grants would definitely cover the total cost of the investigations and cleanup. We now know that we may not have enough funds to cover the last petroleum spill site. Lu Engineers is currently discussing the possibility of additional State funding with the Department of Environment Conservation, if needed. This may require a future contract amendment.

A resolution has been prepared for City Council consideration that approves amending the City's contract with Lu Engineers to increase the fee to an amount not to exceed \$740,151. This will be paid completely with grant funds.

RESOLUTION

Page 1 of 1

Approving Amendment to the Agreement for Professional Services With Lu Engineers for the Environmental Investigations on Sewall's Island

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 approved and Agreement for Professional Services for the environmental investigations on Sewall's Island with Lu Engineers on February 20, 2007, and

WHEREAS the fee for the services described in the Agreement was limited by the Environmental Restoration Program Grant obtained from the State of New York for the project and the required local match, and

WHEREAS Interim Remedial Measures have been undertaken through the Agreement which exceed the money available from the Environmental Restoration Program Grant, and

WHEREAS additional funds are available for Brownfield investigations from the City's U.S. Environmental Protection Agency Brownfield Pilot Grant,

NOW THEREFORE BE IT RESOLVED that the City Council approves amending the Agreement for Professional Services with Lu Engineers to increase the fee to no more than \$740,151, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute the amendment on behalf of the City Council.

Seconded by



June 10, 2010

City of Watertown
Department of Planning
Municipal Building, Suite 205
245 Washington Street
Watertown, New York 13601



ATTN: Mr. Ken Mix

**RE: Request for Contract Adjustment
Sewall's Island ERP Site
State Assistance Contract #C303560**

Dear Mr. Mix:

Lu Engineers is seeking an amendment to our contract with the City of Watertown for the referenced project. Our current contract ceiling limit is \$618,000.00. In order to complete the required task under the referenced State Assistance Contract on behalf of the city of Watertown, Lu Engineers requests that an additional \$122,151.00 be added to our contract with the City.

The additional funding for this effort has already been granted by the US Environmental Protection Agency and will allow disbursement of payments for invoices submitted to date under this contract. This additional funding will also allow completion of the Remedial Investigation Report as required under the State Assistance Contract.

If you have any questions or would like to go over the information give me a call.

Sincerely,

Steven A. Campbell, CHMM
Environmental Division Leader

Cc. 34202 file

Res No. 8

June 15, 2010

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Supplemental Appropriations No. 1 for General,
Water, Sewer, and Library Funds

The attached resolution provides for the establishment of a supplemental appropriation to cover overdrawn accounts in the 2009-10 General, Water, Sewer, and Library Funds.

RESOLUTION

Page 1 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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 by the City Council of the City of Watertown, New York that the total amount of \$1,001,525 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2009-10 for the reasons shown:

GENERAL FUND

				<u>Increase</u>		
A	1010	430	LEGISLATIVE BOARD	Contracted Services	\$ 2,500	Grant application
A	1230	440	MUNICIPAL EXECUTIVE	Fees, Non-employee	\$ 2,525	Flu shots
A	1230	465	MUNICIPAL EXECUTIVE	Equipment < \$5,000	\$ 675	No original appropriation
A	1315	110	COMPTROLLER	Salaries	\$ 2,500	Original appropriation in A1990.0430
A	1315	120	COMPTROLLER	Clerical	\$ 600	Under appropriated
A	1315	175	COMPTROLLER	Health Insurance Buy-out	\$ 2,800	Original appropriation in A1315.0850
A	1315	420	COMPTROLLER	Insurance	\$ 100	Under appropriated
A	1315	465	COMPTROLLER	Equipment < \$5,000	\$ 1,500	Under appropriated
A	1345	110	PURCHASING	Salaries	\$ 1,800	Original appropriation in A1990.0430
A	1345	850	PURCHASING	Health Insurance	\$ 3,700	Under appropriated
A	1355	110	ASSESSMENT	Salaries	\$ 250	Original appropriation in A1990.0430
A	1355	130	ASSESSMENT	Wages	\$ 1,450	Under appropriated
A	1355	465	ASSESSMENT	Equipment < \$5,000	\$ 150	No original appropriation
A	1410	110	CLERK	Salaries	\$ 1,200	Original appropriation in A1990.0430
A	1430	110	CIVIL SERVICE	Salaries	\$ 150	Original appropriation in A1990.0430
A	1430	170	CIVIL SERVICE	Out of Code	\$ 100	Under appropriated
A	1430	440	CIVIL SERVICE	Fees, Non-employee	\$ 1,725	fire chief recruitment
A	1430	460	CIVIL SERVICE	Materials and Supplies	\$ 200	Under appropriated
A	1440	110	ENGINEERING	Salaries	\$ 11,200	Original appropriation in A1990.0430
A	1440	120	ENGINEERING	Clerical	\$ 1,500	Under appropriated
A	1490	110	PUBLIC WORKS ADMIN.	Salaries	\$ 4,800	Original appropriation in A1990.0430
A	1490	120	PUBLIC WORKS ADMIN.	Clerical	\$ 600	Under appropriated
A	1490	150	PUBLIC WORKS ADMIN.	Overtime	\$ 1,200	No original appropriation
A	1490	175	PUBLIC WORKS ADMIN.	Health Insurance Buy-out	\$ 2,800	Original appropriation in A1490.0850
A	1490	420	PUBLIC WORKS ADMIN.	Insurance	\$ 375	Under appropriated
A	1490	850	PUBLIC WORKS ADMIN.	Health Insurance	\$ 1,150	Under appropriated
A	1620	410	MUNICIPAL BUILDINGS	Utilities	\$ 7,500	Under appropriated

RESOLUTION

Page 2 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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

A	1620	450	MUNICIPAL BUILDINGS	Miscellaneous	\$	100	No original appropriation
A	1640	110	CENTRAL GARAGE	Salaries	\$	300	Original appropriation in A1990.0430
A	1640	120	CENTRAL GARAGE	Clerical	\$	200	Under appropriated
A	1640	130	CENTRAL GARAGE	Wages	\$	1,000	Under appropriated
A	1640	150	CENTRAL GARAGE	Overtime	\$	1,600	Under appropriated
A	1640	175	CENTRAL GARAGE	Health Insurance Buy-out	\$	7,100	Original appropriation in A1640.0850
A	1640	420	CENTRAL GARAGE	Insurance	\$	200	Under appropriated
A	1640	440	CENTRAL GARAGE	Fees, Non-employee	\$	200	Under appropriated
A	1640	830	CENTRAL GARAGE	Social Security	\$	300	Under appropriated
A	1680	110	INFORMATION TECHNOLOGY	Salaries	\$	1,750	Original appropriation in A1990.0430
A	1680	130	INFORMATION TECHNOLOGY	Wages	\$	650	Under appropriated
A	1680	175	INFORMATION TECHNOLOGY	Health Insurance Buy-out	\$	2,800	Original appropriation in A1680.0850
A	1680	450	INFORMATION TECHNOLOGY	Miscellaneous	\$	250	Under appropriated
A	1680	465	INFORMATION TECHNOLOGY	Equipment < \$5,000	\$	35,000	Original appropriation in A1680.0250
A	3120	120	POLICE	Clerical	\$	500	Under appropriated
A	3120	130	POLICE	Wages	\$	120,000	Original appropriation in A1990.0430
A	3120	175	POLICE	Health Insurance Buy-out	\$	13,750	Original appropriation in A3120.0850
A	3120	185	POLICE	On-call Pay	\$	150	Under appropriated
A	3120	840	POLICE	Workers' Compensation	\$	6,000	Under appropriated
A	3410	120	FIRE	Clerical	\$	150	Under appropriated
A	3410	130	FIRE	Wages	\$	25,000	Under appropriated
A	3410	175	FIRE	Health Insurance Buy-out	\$	8,500	Original appropriation in A3410.0850
A	3410	440	FIRE	Fees, Non-employee	\$	2,000	Under appropriated
A	3620	110	CODE ENFORCEMENT	Salaries	\$	1,650	Original appropriation in A1990.0430
A	3620	120	CODE ENFORCEMENT	Clerical	\$	2,250	Under appropriated
A	3620	130	CODE ENFORCEMENT	Wages	\$	2,100	Under appropriated
A	3620	140	CODE ENFORCEMENT	Temporary	\$	1,200	No original appropriation
A	3620	170	CODE ENFORCEMENT	Out of Code	\$	4,200	No original appropriation
A	3620	410	CODE ENFORCEMENT	Utilities	\$	200	Under appropriated
A	5010	150	MUNICIPAL MAINTENANCE	Overtime	\$	3,000	Under appropriated
A	5010	420	MUNICIPAL MAINTENANCE	Insurance	\$	175	Under appropriated
A	5010	430	MUNICIPAL MAINTENANCE	Contracted Services	\$	1,000	Under appropriated
A	5010	840	MUNICIPAL MAINTENANCE	Workers' Compensation	\$	4,000	Under appropriated
A	5010	850	MUNICIPAL MAINTENANCE	Health Insurance	\$	7,000	Under appropriated
A	5110	140	MAINTENANCE OF ROADS	Temporary	\$	20,000	Under appropriated
A	5110	170	MAINTENANCE OF ROADS	Out of Code	\$	1,500	No original appropriation
A	5110	410	MAINTENANCE OF ROADS	Utilities	\$	100	Under appropriated
A	5110	420	MAINTENANCE OF ROADS	Insurance	\$	725	Under appropriated
A	5110	440	MAINTENANCE OF ROADS	Fees, Non-employee	\$	600	Under appropriated
A	5110	840	MAINTENANCE OF ROADS	Workers' Compensation	\$	105,000	Under appropriated

RESOLUTION

Page 3 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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.

YEA	NAY

Total

A	5142	140	SNOW REMOVAL	Temporary	\$	9,150	No original appropriation
A	5142	170	SNOW REMOVAL	Out of Code	\$	11,450	No original appropriation
A	5142	410	SNOW REMOVAL	Utilities	\$	2,175	Under appropriated
A	5142	420	SNOW REMOVAL	Insurance	\$	375	Under appropriated
A	5142	450	SNOW REMOVAL	Miscellaneous	\$	225	No original appropriation
A	5142	465	SNOW REMOVAL	Equipment < \$5,000	\$	4,450	Original appropriation in A5142.0250
A	5184	465	HYDROELECTRIC	Equipment < \$5,000	\$	2,475	Original appropriation in A5184.0450
A	5186	110	TRAFFIC CONTROL & LIGHTING	Salaries	\$	250	Under appropriated
A	5186	130	TRAFFIC CONTROL & LIGHTING	Wages	\$	800	Under appropriated
A	5186	420	TRAFFIC CONTROL & LIGHTING	Insurance	\$	150	Under appropriated
A	5186	440	TRAFFIC CONTROL & LIGHTING	Fees, Non-employee	\$	100	Under appropriated
A	5186	840	TRAFFIC CONTROL & LIGHTING	Workers' Compensation	\$	15,000	Under appropriated
A	5630	140	BUS	Temporary	\$	25,000	Under appropriated
A	5630	420	BUS	Insurance	\$	250	Under appropriated
A	5630	430	BUS	Contracted Services	\$	3,500	Under appropriated
A	5630	460	BUS	Materials and Supplies	\$	1,000	Under appropriated
A	5630	840	BUS	Workers' Compensation	\$	15,250	Under appropriated
A	5630	850	BUS	Health Insurance	\$	7,350	Under appropriated
A	5650	420	CITY PARKING FACILITIES	Insurance	\$	100	Under appropriated
A	5650	460	CITY PARKING FACILITIES	Materials and Supplies	\$	2,200	Under appropriated
A	7020	110	RECREATION ADMIN.	Salaries	\$	1,800	Under appropriated
A	7020	120	RECREATION ADMIN.	Clerical	\$	600	Under appropriated
A	7020	150	RECREATION ADMIN.	Overtime	\$	2,000	Under appropriated
A	7020	430	RECREATION ADMIN.	Contracted Services	\$	300	Under appropriated
A	7110	150	THOMPSON PARK	Overtime	\$	200	Under appropriated
A	7110	250	THOMPSON PARK	Other Equipment	\$	1,875	Under appropriated
A	7110	420	THOMPSON PARK	Insurance	\$	325	Under appropriated
A	7110	430	THOMPSON PARK	Contracted Services	\$	2,500	Under appropriated
A	7110	440	THOMPSON PARK	Fees, Non-employee	\$	250	Under appropriated
A	7140	410	PLAYGROUNDS	Utilities	\$	100	Under appropriated
A	7140	450	PLAYGROUNDS	Miscellaneous	\$	100	Under appropriated
A	7141	140	FAIRGROUNDS	Temporary	\$	5,000	Under appropriated
A	7141	150	FAIRGROUNDS	Overtime	\$	1,000	Under appropriated
A	7141	450	FAIRGROUNDS	Miscellaneous	\$	100	No original appropriation
A	7141	830	FAIRGROUNDS	Social Security	\$	500	Under appropriated
A	7141	840	FAIRGROUNDS	Workers' Compensation	\$	500	No original appropriation
A	7180	150	SWIMMING POOLS	Overtime	\$	2,500	Under appropriated
A	7180	420	SWIMMING POOLS	Insurance	\$	100	Under appropriated
A	7180	450	SWIMMING POOLS	Miscellaneous	\$	250	Under appropriated
A	7265	130	ICE ARENA	Wages	\$	1,000	Under appropriated

RESOLUTION

Page 4 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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.

YE A	NAY

Total

A 7265 170 ICE ARENA	Out of Code	\$ 125	No original appropriation
A 7265 420 ICE ARENA	Insurance	\$ 100	Under appropriated
A 7265 430 ICE ARENA	Contracted Services	\$ 2,000	Under appropriated
A 7265 840 ICE ARENA	Workers' Compensation	\$ 4,000	Under appropriated
A 8010 450 ZONING	Miscellaneous	\$ 100	No original appropriation
A 8020 460 PLANNING	Materials and Supplies	\$ 23,750	Original appropriation in A8020.0430
A 8140 110 STORM SEWER	Salaries	\$ 1,000	Original appropriation in A1990.0430
A 8140 140 STORM SEWER	Temporary	\$ 3,000	Under appropriated
A 8140 170 STORM SEWER	Out of Code	\$ 1,100	No original appropriation
A 8140 420 STORM SEWER	Insurance	\$ 100	Under appropriated
A 8140 430 STORM SEWER	Contracted Services	\$ 10,000	Moulton St repair
A 8140 450 STORM SEWER	Miscellaneous	\$ 2,000	Under appropriated
A 8140 840 STORM SEWER	Workers' Compensation	\$ 9,500	Under appropriated
A 8140 850 STORM SEWER	Health Insurance	\$ 4,700	Under appropriated
A 8160 110 REFUSE AND RECYCLE	Salaries	\$ 200	Original appropriation in A1990.0430
A 8160 140 REFUSE AND RECYCLE	Temporary	\$ 35,000	Under appropriated
A 8160 170 REFUSE AND RECYCLE	Out of Code	\$ 4,750	Under appropriated
A 8160 175 REFUSE AND RECYCLE	Health Insurance Buy-out	\$ 2,800	Original appropriation in A8160.0850
A 8160 455 REFUSE AND RECYCLE	Vehicle Expense	\$ 12,000	Under appropriated
A 8160 840 REFUSE AND RECYCLE	Workers' Compensation	\$ 79,000	Under appropriated
A 9040 800 OTHER EXPENSES	Workers' Compensation	\$ 25,000	Under appropriated
A 9050 800 OTHER EXPENSES	Unemployment Insurance	\$ 6,000	Under appropriated
A 9060 800 OTHER EXPENSES	Health Insurance - Retirees	\$ 86,000	Under appropriated
A 9089 800 OTHER EXPENSES	Health Ins - Other Emp. Benefits	\$ 8,150	Under appropriated
A 9710 600 OTHER EXPENSES	Serial Bonds - Principal	\$ 1,500	Under appropriated
TOTAL		<u>\$ 881,375</u>	

				<u>Decrease</u>
A 1230 110 MUNICIPAL EXECUTIVE	Salaries	\$	(47,000)	
A 1230 120 MUNICIPAL EXECUTIVE	Clerical	\$	(40,300)	
A 1230 850 MUNICIPAL EXECUTIVE	Health Insurance	\$	(15,450)	
A 1315 850 COMPTROLLER	Health Insurance	\$	(3,800)	
A 1364 430 PROPERTY ACQUIRED	Contracted Services	\$	(5,500)	
A 1640 850 CENTRAL GARAGE	Health Insurance	\$	(7,100)	
A 1680 250 INFORMATION TECHNOLOGY	Other Equipment	\$	(35,000)	
A 1380 850 INFORMATION TECHNOLOGY	Health Insurance	\$	(2,750)	
A 1990 430 CONTINGENCY	Contracted Services	\$	(300,250)	
A 3120 110 POLICE	Salaries	\$	(9,900)	
A 3120 110 POLICE	Health Insurance	\$	(9,800)	

RESOLUTION

Page 5 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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.

YEA	NAY

Total

A	3410	110	FIRE	Salaries	\$ (120,000)
A	3410	830	FIRE	Social Security	\$ (22,000)
A	3410	850	FIRE	Health Insurance	\$ (26,000)
A	5142	250	SNOW REMOVAL	Other Equipment	\$ (11,350)
A	5142	430	SNOW REMOVAL	Contracted Services	\$ (23,250)
A	5142	455	SNOW REMOVAL	Vehicle Expense	\$ (20,000)
A	5142	460	SNOW REMOVAL	Materials and Supplies	\$ (83,700)
A	5184	450	HYDROELECTRIC	Miscellaneous	\$ (2,475)
A	8020	430	PLANNING	Contracted Services	\$ (23,750)
A	8160	130	REFUSE AND RECYCLE	Wages	\$ (55,000)
A	8160	850	REFUSE AND RECYCLE	Health Insurance	\$ (17,000)
TOTAL					<u>\$ (881,375)</u>

WATER FUND

					<u>Increase</u>	
F	8310	110	WATER ADMINISTRATION	Salaries	\$ 1,400	Original appropriation in F1990.0430
F	8310	175	WATER ADMINISTRATION	Health Insurance Buy-out	\$ 1,400	Original appropriation in F8310.0850
F	8310	440	WATER ADMINISTRATION	Fees, Non-employee	\$ 3,000	Original appropriation in F8310.0430
F	8310	455	WATER ADMINISTRATION	Vehicle Expense	\$ 1,000	Under appropriated
F	8310	460	WATER ADMINISTRATION	Materials and Supplies	\$ 500	Under appropriated
F	8310	840	WATER ADMINISTRATION	Workers' Compensation	\$ 7,500	No original appropriation
F	8330	110	WATER PURIFICATION	Salaries	\$ 500	Original appropriation in F1990.0430
F	8330	150	WATER PURIFICATION	Overtime	\$ 4,500	Under appropriated
F	8330	175	WATER PURIFICATION	Health Insurance Buy-out	\$ 5,600	Original appropriation in F8330.0850
F	8330	250	WATER PURIFICATION	Other Equipment	\$ 7,000	No original appropriation
F	8330	420	WATER PURIFICATION	Insurance	\$ 375	Under appropriated
F	8330	465	WATER PURIFICATION	Equipment < \$5,000	\$ 3,200	Under appropriated
F	8340	110	TRANSMISSION & DISTRIBUTION	Salaries	\$ 1,000	Original appropriation in F1990.0430
F	8340	130	TRANSMISSION & DISTRIBUTION	Wages	\$ 4,250	Under appropriated
F	8340	420	TRANSMISSION & DISTRIBUTION	Insurance	\$ 125	Under appropriated
F	8340	440	TRANSMISSION & DISTRIBUTION	Fees, Non-employee	\$ 600	No original appropriation
F	8340	450	TRANSMISSION & DISTRIBUTION	Miscellaneous	<u>\$ 1,500</u>	Under appropriated
TOTAL					<u>\$ 43,450</u>	

					<u>Decrease</u>
F	1990	430	CONTINGENCY	Contingency	\$ (10,000)
F	8310	850	WATER ADMINISTRATION	Health Insurance	\$ (1,400)

RESOLUTION

Page 6 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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.

YE A	NAY

Total

F	8330	850	WATER PURIFICATION	Health Insurance	\$ (5,600)
F	8320	410	SUPPLY, POWER & PUMPING	Utilities	\$ (26,450)
TOTAL					\$ (43,450)

SEWER FUND

					<u>Increase</u>	
G	8110	175	SEWER ADMINISTRATION	Health Insurance Buy-out	\$ 1,400	Original appropriation in G8110.0850
G	8110	440	SEWER ADMINISTRATION	Fees, Non-employee	\$ 2,700	No original appropriation
G	8110	455	SEWER ADMINISTRATION	Vehicle Expense	\$ 750	Under appropriated
G	8110	810	SEWER ADMINISTRATION	NYS Retirement	\$ 250	Under appropriated
G	8110	840	SEWER ADMINISTRATION	Workers' Compensation	\$ 7,500	No original appropriation
G	8120	110	SANITARY SEWER	Salaries	\$ 1,000	Original appropriation in G1990.0430
G	8120	170	SANITARY SEWER	Out of Code	\$ 250	No original appropriation
G	8120	420	SANITARY SEWER	Insurance	\$ 200	Under appropriated
G	8120	430	SANITARY SEWER	Contracted Services	\$ 1,500	Under appropriated
G	8120	440	SANITARY SEWER	Fees, Non-employee	\$ 250	No original appropriation
G	8120	450	SANITARY SEWER	Miscellaneous	\$ 500	Under appropriated
G	8120	850	SANITARY SEWER	Health Insurance	\$ 4,600	Under appropriated
G	8130	110	SEWAGE TREATMENT & DISPOSAL	Salaries	\$ 2,600	Under appropriated
G	8130	170	SEWAGE TREATMENT & DISPOSAL	Out of Code	\$ 500	No original appropriation
G	8130	175	SEWAGE TREATMENT & DISPOSAL	Health Insurance Buy-out	\$ 8,400	Original appropriation in G8310.0850
G	8130	840	SEWAGE TREATMENT & DISPOSAL	Workers' Compensation	\$ 4,500	Under appropriated
G	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$ 27,600	Under appropriated
Total					<u>\$ 64,500</u>	

					<u>Decrease</u>	
G	1990	430	CONTINGENCY	Contracted Services	\$ (11,400)	
G	8110	850	SEWER ADMINISTRATION	Health Insurance	\$ (3,100)	
G	8130	130	SEWAGE TREATMENT & DISPOSAL	Wages	\$ (30,000)	
G	8130	850	SEWAGE TREATMENT & DISPOSAL	Health Insurance	\$ (20,000)	
Total					<u>\$ (64,500)</u>	

RESOLUTION

Page 7 of 7

Approving Supplemental Appropriation No. 1
For Fiscal Year 2009-10 for Various Accounts

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.

YEA	NAY

Total

LIBRARY FUND

			<u>Increase</u>			
L	7410	110	LIBRARY	Salaries	\$ 1,700	Under appropriated
L	7410	120	LIBRARY	Clerical	\$ 750	Under appropriated
L	7410	175	LIBRARY	Health Insurance Buy-out	\$ 3,500	Original appropriation in L7410.0850
L	7410	420	LIBRARY	Insurance	\$ 1,600	Under appropriated
L	7410	440	LIBRARY	Fees, Non-employee	\$ 150	No original appropriation
L	7410	460	LIBRARY	Materials and Supplies	\$ 2,500	Under appropriated
L	9040	800	OTHER EXPENSES	Worker's Compensation	\$ 1,000	Under appropriated
L	9950	900	OTHER EXPENSES	Transfer to Capital	\$ 1,000	Under appropriated
Total					<u>\$ 12,200</u>	
			<u>Decrease</u>			
L	7410	430	LIBRARY	Contracted Services	\$ (6,900)	
L	7410	850	LIBRARY	Health Insurance	\$ (5,300)	
Total					<u>\$ (12,200)</u>	

Seconded by

Ord No. 1

June 14, 2010

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Sidewalk Special Assessment District #6

Included in the FY 2010-11 Capital Budget was funding to cover the sidewalk construction costs associated with the sidewalk special assessment district #6 which includes parcels located on Curtis Street, Davidson Street, LeRay Street, Lynde Street West and Thompson Street.

As in previous years, this Special Assessment Program provides property owners with an opportunity to pay for the cost of work performed by the City over a ten-year period. This bond ordinance will allow the City to borrow for the costs associated with those property owners that choose to enroll in the 10-year Special Assessment Program. The City's share of the costs associated with the sidewalk program was funded with a transfer from the general fund and not through this borrowing.

ORDINANCE

Page 1 of 5

An Ordinance Authorizing the Issuance of \$50,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 6 Within the City

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

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, June 21, 2010, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Councilman _____, who moved its adoption, seconded by Councilman _____, to wit:

WHEREAS, all conditions precedent to the financing of the class of objects or purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the issuance of bonds of said City to finance costs of said class of objects or purposes; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs of the construction or reconstruction of sidewalks in Special Assessment District No. 6 within the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$50,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

Page 2 of 5

An Ordinance Authorizing the Issuance of \$50,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 6 Within the City

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

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$50,000 and that the plan for the financing thereof is by the issuance of the additional \$50,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid or any other revenue received by the City from other sources for such class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 24 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best

ORDINANCE

Page 3 of 5

An Ordinance Authorizing the Issuance of \$50,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 6 Within the City

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

for the interests of the City, provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.1290-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

ORDINANCE

Page 5 of 5

An Ordinance Authorizing the Issuance of \$50,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 6 Within the City

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

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on June 21, 2010, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on June _____, 2010.

Donna Dutton
City Clerk

(CORPORATE
SEAL)

Seconded by

Laid Over Under the Rules
7:30 p.m. Public Hearing
Ordinance No. 1
Local Law No. 3 of 2010

June 14, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Fiscal Year 2010-2011 Budget, Water and Sewer Rate Changes

As part of the Fiscal Year 2010 – 2011 budget discussion, the City Council proposed modifications to the City water and sewer rate schedules that would eliminate the highest tier. Both of these documents were presented to the City Council for consideration at the adjourned May 24, 2010 City Council meeting. At that time they were both introduced; the Ordinance was laid over under the rules due to a lack of unanimous consent, and a Public Hearing was scheduled on the sewer rate changes for Monday, June 21, 2010 at 7:30 p.m.

If adopted, these rates will go into effect for bills dated on or after July 1, 2010.

ORDINANCE

Page 1 of 3

Establishing Water Rates

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.

YEA	NAY

Total

Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED by the City Council that Chapter 301 of the Municipal Code is hereby amended by deleting Sections 301-17 (A) and (B); and

BE IT FURTHER ORDAINED by the City Council that the Municipal Code, Chapter 301 be and the same is hereby amended by adding thereto new Sections 301-17 (A) and (B), as follows:

301-17. Water Rates and Charges. The rate for both domestic and industrial metered water within the City of Watertown shall be as follows:

A. QUARTERLY METER RATES

First 1,200 cubic feet (8,976 gallons)	\$36.94 per 1,000 cubic feet (7,480 gallons)
Next 8,700 cubic feet (65,076 gallons)	\$27.19 per 1,000 cubic feet (7,480 gallons)
Over 9,900 cubic feet (74,052 gallons)	\$20.54 per 1,000 cubic feet (7,480 gallons)

MONTHLY METER RATES

First 400 cubic feet (2,992 gallons)	\$36.94 per 1,000 cubic feet (7,480 gallons)
Next 2,900 cubic feet (21,692 gallons)	\$27.19 per 1,000 cubic feet (7,480 gallons)
Over 3,300 cubic feet (24,684 gallons)	\$20.54 per 1,000 cubic feet (7,480 gallons)

ORDINANCE

Page 2 of 3

Establishing Water Rates

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

B. MINIMUM CHARGE QUARTERLY FOR CITY USE

Meter Size (inches)	Cubic Feet	Gallons	Minimum Charge
5/8	900	6,732	\$ 33.25
3/4	1,500	11,220	52.49
1	2,700	20,196	85.11
1 1/2	5,100	38,148	150.37
2	8,400	62,832	240.10
3	15,900	118,932	404.12
4	26,400	197,472	619.79
6	51,900	388,212	1,143.56
8	84,000	628,320	1,802.90
10	120,000	897,600	2,542.33

MINIMUM CHARGE MONTHLY FOR CITY USE

Meter Size (inches)	Cubic Feet	Gallons	Minimum Charge
5/8	300	2,244	\$ 11.08
3/4	500	3,740	17.50
1	900	6,732	28.38
1 1/2	1,700	12,716	50.13
2	2,800	20,944	80.04
3	5,300	39,644	134.71
4	8,800	65,824	206.60
6	17,300	129,404	381.19
8	28,000	209,440	600.97
10	40,000	299,200	847.45

ORDINANCE

Page 3 of 3

Establishing Water Rates

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

And,

BE IT FURTHER ORDAINED that this ordinance shall take effect on July 1, 2010, after it has been published once in the official newspaper of the City of Watertown, or as the City Manager directs.

Seconded by Council Member Roxanne M. Burns

ORDINANCE

Page 1 of 3

Amending Section 253-17 of the City of Watertown Code of the City of Watertown To Provide for Change in Sewer Service Charge

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 Jeffrey M. Smith

BE IT ENACTED by the City Council of the City of Watertown as follows:

§253-17 of the City Code of the City of Watertown as follows:

C. Rates.

(1) The basis for the normal sewer service charge shall be the volume of water consumed from the Public Water Supply System by the individual property owner. The rates for both domestic and industrial metered sewer service within the City of Watertown shall be as follows:

(a) QUARTERLY METER RATES:

First 1,200 cubic feet (8,976 gallons)	\$36.34 per 1,000 cubic feet (7,480 gallons)
Next 8,700 cubic feet (65,076 gallons)	\$26.96 per 1,000 cubic feet (7,480 gallons)
Over 9,900 cubic feet (74,052 gallons)	\$20.58 per 1,000 cubic feet (7,480 gallons)

MONTHLY METER RATES:

First 400 cubic feet (2,992 gallons)	\$36.34 per 1,000 cubic feet (7,480 gallons)
Next 2,900 cubic feet (21,692 gallons)	\$26.96 per 1,000 cubic feet (7,480 gallons)

ORDINANCE

Page 2 of 3

Amending Section 253-17 of the City of Watertown Code of the City of Watertown To Provide for Change in Sewer Service Charge

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

Over 9,900 cubic feet
 (24,684 gallons)

\$20.58 per 1,000 cubic feet
 (7,480 gallons)

(b) MINIMUM CHARGE FOR QUARTERLY INSIDE CITY USE:

Meter Size	Cubic Feet	Gallons	Minimum Charge
5/8"	900	6,732	\$ 32.71
3/4"	1,500	11,220	51.70
1 "	2,700	20,196	84.05
1 1/2"	5,100	38,148	148.75
2 "	8,400	62,832	237.72
3 "	15,900	118,932	401.64
4 "	26,400	197,472	617.73
6 "	51,900	388,212	1,142.52
8 "	84,000	628,320	1,803.14
10"	120,000	897,600	2,544.02

MINIMUM CHARGE FOR MONTHLY INSIDE CITY USE:

Meter Size	Cubic Feet	Gallons	Minimum Charge
5/8"	300	2,244	\$ 10.90
3/4"	500	3,740	17.24
1 "	900	6,732	28.02
1 1/2"	1,700	12,716	49.59
2 "	2,800	20,944	79.24
3 "	5,300	39,644	133.88
4 "	8,800	65,824	205.91
6 "	17,300	129,404	380.84
8 "	28,000	209,440	601.05
10"	40,000	299,200	848.01

ORDINANCE

Page 3 of 3

Amending Section 253-17 of the City of Watertown Code of the City of Watertown To Provide for Change in Sewer Service Charge

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

And,

BE IT FURTHER ORDAINED that the Sewer Service Charge shall be instituted with the sewer bills dated on or after July 1, 2010 and contained on all bills, and

BE IT FURTHER ORDAINED that a public hearing will be held on this amendment on June 21, 2010, at 7:30 p.m. in the City Council Chambers, and

BE IT FURTHER ORDAINED that this Local Law shall take effect immediately upon its being filed in the Office of the Secretary of State.

Seconded by Council Member Joseph M. Butler, Jr.

7:30 p.m. Public Hearing

June 14, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Public Hearing Authorizing Spending of Funds from
the Capital Reserve Fund

Included in the FY 2010-11 Capital Budget were projects to rehabilitate the Watertown Municipal Arena roof and concession stand. Funding for these two projects was to come from the Capital Reserve Fund established by City Council on June 19, 2006. Prior to any funds being spent from this reserve a public hearing must be held.

Accordingly, two Public Hearings have been set for June 21, 2010 at 7:30 p.m. to discuss the appropriation of these funds. Once the public hearings have been held, the attached resolutions authorizing the expenditure of funds can be considered by the City Council.

RESOLUTION

Page 1 of 1

Approving Capital Budget Expenditure for Watertown Municipal Arena Roof Repair

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 Jeffrey M. Smith

WHEREAS on June 19, 2006, the City Council approved establishing a Capital Reserve Fund pursuant to Section 6-c of the General Municipal Law to finance future capital improvements, and

WHEREAS the Adopted 2010-11 Capital Budget included a project to rehabilitate the Watertown Municipal Arena roof at an estimated cost of \$90,000, and

WHEREAS the City Council desired to fund the rehabilitation of the Watertown Municipal Arena roof from the Capital Reserve Fund, and

WHEREAS on Monday, June 21, 2010 at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this capital reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the capital reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of Capital Reserve funds in an amount not to exceed \$90,000 to pay for the cost of the roof rehabilitation at the Watertown Municipal Arena.

Seconded by Council Member Joseph M. Butler, Jr.

RESOLUTION

Page 1 of 1

Approving Capital Budget Expenditure for Watertown Municipal Arena Concession Stand Rehabilitation

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 Joseph M. Butler, Jr.

WHEREAS on June 19, 2006, the City Council approved establishing a Capital Reserve Fund pursuant to Section 6-c of the General Municipal Law to finance future capital improvements, and

WHEREAS the Adopted 2010-11 Capital Budget included a project to rehabilitate the Watertown Municipal Arena concession stand at an estimated cost of \$35,000, and

WHEREAS the City Council desired to fund the rehabilitation of the Watertown Municipal Arena concession stand from the Capital Reserve Fund, and

WHEREAS on Monday, June 21, 2010 at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this capital reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the capital reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of Capital Reserve funds in an amount not to exceed \$35,000 to pay for the cost of the concession stand rehabilitation at the Watertown Municipal Arena.

Seconded by Council Member Jeffrey M. Smith

June 14, 2010

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planner
Subject: Soldiers and Sailors Monument

As the City Council may recall, Conservation Solutions, Inc. completed a Conditions Assessment Report in August of 2009 for the Soldiers and Sailors Monument located on Public Square. The purpose of the report was to assess the overall condition of the 119 year old monument, provide recommended cleaning, treatment and repair procedures and provide an estimated cost for the same.

The report, which is attached, states that the monument is in fair to good condition but recommends several different cleaning, maintenance and repair procedures. Those include cleaning of the granite surfaces to remove biological soiling and metallic stains, granite fracture repairs, repair of mortar joints and repair of the lead joints. Also recommended is the cleaning, repatination and waxing of the bronze statues and plaques.

The report was originally presented and reviewed by the City Council at the September 14, 2009 work session. At the time, the Council informally agreed to apply for grant funding this summer to pay for a portion of the project.

The NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP) has recently announced that grant funding is available through the Environmental Protection Fund Grant Program. The grants will provide up to 75% of the project cost.

The Conditions Assessment Report provided a preliminary estimate of \$170,000 for the repairs. The estimate did not include prevailing wages and was based on 2009 pricing. An additional 18% was added to the cost to account for prevailing wages and inflation bringing the total estimated cost of the project to \$200,000. If awarded, the City would be responsible for 25% or \$50,000 of the total project cost.

There has been some interest expressed from several community members about this project and the thought of launching a small, volunteer fundraising campaign on behalf of the City to cover a portion of the match. This would mirror the effort that was undertaken when the monument was first constructed, when Mr. and Mrs. George Cook donated \$10,000 to start the project and the rest being raised through donations.

If the Council is still interested in pursuing this grant, Staff will prepare the required application for submission to NYS OPRHP by the July 12, 2010 deadline.



CONDITIONS ASSESSMENT REPORT
of the
SOLDIERS AND SAILORS MONUMENT
located in
WATERTOWN, NEW YORK



Prepared for:

Michael A. Lumbis, Planner
City of Watertown Planning Office
245 Washington Street
Municipal Building Room 304
Watertown, New York 13601
mlumbis@watertown-ny.gov
Phone: 315-785-7730 / Fax: 315-782-9014

Prepared by:

Justine Posluszny Bello, Conservator
Conservation Solutions, Inc.
301-943-8249 *c*
866-843-1774 *f*
August 3, 2009

CONSERVATION SOLUTIONS, INC.

WWW.CONSERVATIONSOLUTION.COM

TABLE OF CONTENTS

TOPIC	PAGE
Introduction	p. 1
Description	p. 1
Conditions	p. 4
Discussion	p. 10
Recommendations	p. 11

CONSERVATION SOLUTIONS, INC.

WWW.CONSERVATIONSOLUTION.COM

WASHINGTON, DC METRO OFFICE • SANTA FE, NM OFFICE
MAIL: 833 EAST PALACE AVE, SANTA FE, NM 87501 EMAIL: INFO@CONSERVATIONSOLUTION.COM
VOICE: (505) 983-1950 FAX: (866)843-1774

A. INTRODUCTION

At the request of the City of Watertown, Conservation Solutions, Inc. (CSI) performed a condition assessment of the Soldiers and Sailors Monument. The assessment was performed June 29 through July 2, 2009. Assessment observations were made both from ground level as well as with the assistance of a fire truck extension ladder, provided and operated by the City of Watertown. Weather conditions at the time of the assessment were 75-80 degrees and mostly sunny, with one day of rain.

B. DESCRIPTION



Figure 1. The north elevation of the Soldiers and Sailors monument.

Monument

The Soldiers and Sailors monument stands approximately 50 feet tall atop a berm, itself rising approximately five feet above street grade. Part of the foundation is visible, consisting of coursed rubble stone. The base is composed of three separate tiers of pitch-faced granite, each a solid slab. Atop this is a decorative plinth, consisting of a cyma and a four-sided die, six tall and wide. The cyma and die are flanked on the north and south elevations by a smaller plinth block; atop each stand the life-sized bronze sailor (north) and soldier (south). The east and west elevations of the die are each ornamented with a decorative bronze plaque. From the plinth rises an octagonal shaft, capped with a crenellated turret; this continues as an unfluted shaft, which is capped with a crenellated capital. This is surmounted by the over life-sized allegorical figure of *Victory*, facing west.

Site

The monument is situated on an oblong island known as “Public Square”, a landscaped public space at the junction of

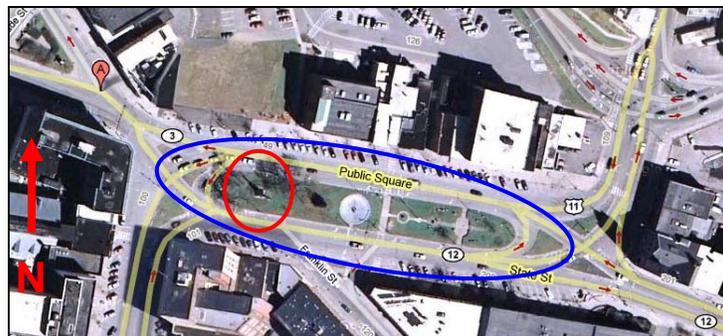


Figure 2. The location of Public Square (blue) and the Soldiers and Sailors monument (red) in Watertown.

Arsenal, State, Washington and Mill streets in the central business district of Watertown. The island is oriented on a general east-west axis; this monument stands at the far western end of the square which also includes a fountain, small pyramidal sculpture, and bandstand. The berm is encircled by a concrete sidewalk, which continues the length of the square. The monument is partially shaded by three large and one small trees, all situated approximately 50-75 feet away. No fence or other enclosure exists around the monument.

History

The Watertown Soldier and Sailors monument was one of several local memorials erected in the late nineteenth century to honor the heroic efforts of Civil War veterans. The project was initiated by Mr. George Cook, who supplied \$10,000 of start-up capital in May, 1889; the remaining funds were raised through popular subscription. Cook's efforts followed closely on the heels of his brother, Albert, who had provided funds to raise a similar monument in nearby Seneca Falls the year before. The design of the monument is attributed to sculptor Henry Augustus Lukeman and architect Edward Casey Pearce, both of New York (*Watertown Daily Times*, "First Model is Here," undated). Lukeman later became associated with monumental Stone Mountain in Georgia, while Pearce is best known as the architect of the Library of Congress in Washington, DC. The cornerstone of the Watertown monument was laid on May 30, 1890; construction was completed within a year, and the monument was dedicated at a widely-attended ceremony on June 3, 1891. The opening prayer was offered by the local Presbyterian preacher, the Rev. Allen Macy Dulles, father of John Foster Dulles (*Watertown Daily Times*, May 29, 1963).



Figure 3. Historic photograph depicting the unveiling of the monument, June 3, 1891 (image provided by the client).

Previous Treatment History

An undated article from the *Watertown Daily Times* entitled, "Soldiers' Monument Here is Nearly 50 Years Old" states that, "Now that the soldiers' monument on Public Square has been restored to its original beauty, interest has been awakened in this gift." From the stated age of the monument, the article should have been written in the late 1930s or very early 1940s. Unfortunately, no further description of the restoration that occurred at that time was provided.

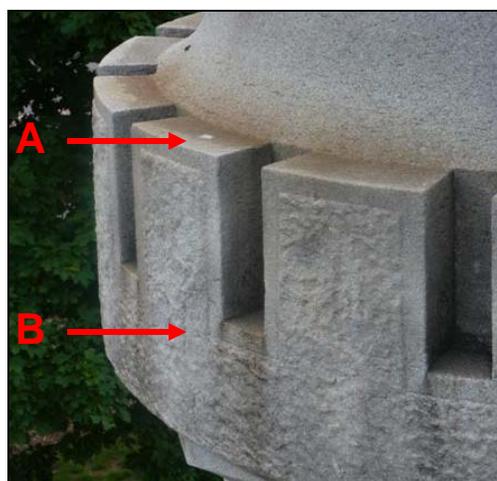


Figure 4. Example of a bush-hammered (A) versus picked finish (B) on the granite.

Materials

The monument is constructed of a fine grained gray granite, although no documentation has been located thus far to indicate the quarry. The surfaces of the base have been pitch-faced; the octagonal segment and crenellation exhibit a picked finish, and the remainder of the surfaces bush-hammered. It is laid upon a foundation of local rubble stone, minimally dressed. With the exception of the rubble foundation, all joints have been caulked with lead strips. The foundation shows evidence of several mortar campaigns. An article in the Watertown Daily Times describes that, “The monument is mounted on five feet of concrete, making it 55 feet in all above street level” (*Watertown Daily Times*, May 29, 1963). No probes were performed as part of this scope to confirm the nature of the foundation below grade.

The monument is enhanced by cast bronze figures of a soldier and sailor and two cast bronze plaques.

The inscription on the eastern plaque reads:

THIS MONUMENT, TO WITNESS
THAT THESE DEAD HAVE NOT
DIED IN VAIN AND THAT THROUGH THEM,
UNDER GOD
THIS NATION HAD A NEW BIRTH OF FREEDOM

The inscription on the western plaque reads:

MR. AND MRS. GEORGE COOK’S MEMORIAL
IN GRATEFUL MEMORY OF THE SOLDIERS AND SAILORS
OF JEFFERSON COUNTY
WHO FOUGHT OR FELL IN DEFENSE OF
THE UNION AND THE FREEDOM OF MAN

A foundry marking is located on the base of both figures, which reads:

*Built by JW Carpenter & Son
Cast by Dayton Mfg Co.*



Figure 5.
The foundry marking is legible on the base of the figure of the soldier.

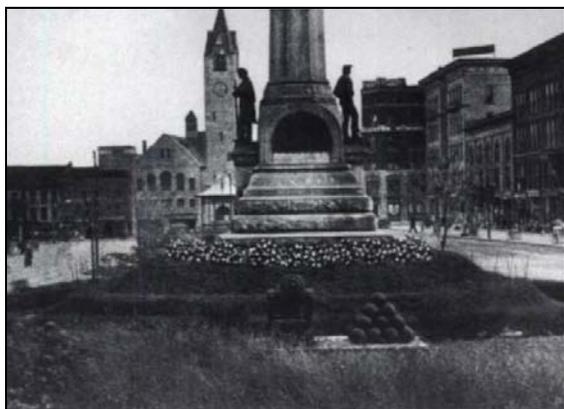
C. CONDITIONS

SITE

The site is well-maintained. Public Square has always been a focal point of the city of Watertown; subsequently, its footprint, layout and contents have also continued to evolve and respond to the needs of the citizens at a given time. Anecdotal reports stated that the square was significantly refurbished recently in an effort to revitalize the downtown; renewed efforts to keep the square clean and well-manicured following this effort appear successful.

An historic photograph from the day of the monument's dedication shows that the rubble foundation course was not originally intended to be seen, but has been revealed due to soil erosion. Recent photographs supplied by the client showed a small bed of flowers encircling the base of the monument (now absent), probably an effort to partially camouflage the foundation. Landscape fabric had become partially exposed, suggesting an effort to mitigate erosion. An undated photograph, probably taken in the early twentieth century, also shows that the berm had at one time been noticeably terraced, and the site ornamented with at least one mortar and a pyramid of cannon balls. No documentation had been found to explain the removal of these elements.

The trees nearest to the monument all appear healthy and are located a safe distance from the sculpture. The lack of fencing does not appear to have engendered any sort of vandalism on or around the monument.



Figures 6 and 7. An historic photograph (left; undated) illuminates some of the changes the site has undergone over the years. [Photo care of Donna M. Dutton, *Images of America: Watertown* (Mount Pleasant, SC: Arcadia Publishing, 2001), 14.]

MONUMENT

The stonework of the monument is in fair to good condition. The massive granite blocks generally remain quite sound. The three rusticated tiers of the base as well as the octagonal segment of the plinth exhibit mild to moderate surface deterioration due to the development of microfissuring caused by the original pitch-faced dressing of these stones. These minor losses and

incipient spalls are inherent to this type of dressing and do not indicate significant deterioration or failure. Several (3-4) small cylindrical, voids were observed on the base of the monument; these are related to the mechanically techniques used to originally quarry the blocks and likewise do not represent any failure of the stone.

The southeastern corner of the cyma has cracked due to point-loading, resulting in fractured piece which remains in place. This piece, approximately 6" x 12" x 18," does not appear to be in immediate danger of falling off the monument but should be stabilized.



Figure 8. Example of voids caused during original construction.



Figure 9. Minor incipient spalls on the face of the base stones are due to the original technique used to create the pitch-faced finish of the stone.



Figure 10. Point-loading has caused one corner of the cyma level to separate at a fracture line.

Soiling of the monument is fairly mild. Black soiling has accumulated in the recesses around joints and below the crenellation, in predictable patterns indicating the path of water run-off. The greatest concentration occurs on the three rusticated tiers of the base, where atmospheric and biological soiling (both green and black) has accumulated on the undulating surfaces and along the edges of emerging flakes. Moist, green biological matter and moss are growing out of the wide, damp joints of the foundation as well as the narrow joints of the base and lower plinth. Soiling generally tends to be heavier on the north and west elevations, which receive less sun light and will stay damp longer. The figure of *Victory* exhibits bird droppings and limited yellow/orange discoloration of the stone, which may be mild rust staining.



Figures 11 and 12. Soiling and biological matter has accumulated in the recesses approaching joints (left), and in joints which remain damp.

The granite exhibits some unevenness of color, in areas such as the “backsplash” behind each of the bronze figures. The shape of a monument will necessarily encourage water to dwell longer on some areas of the stone than others; through weathering and exposure, feldspar in the granite will be converted into kaolinite (clay). The clay subsequently washes out of the stone, leaving the darker minerals present. The resulting coloration is a direct result of the stone’s morphology and should not be considered a fault or problem, nor is it a condition which can be reversed.

The sculptural aspects of the stone, including the figure of *Victory* and the foliate bands are in excellent condition. These, along with the massive stones which comprise the plinth, exhibit sharp edges, legibility and crispness of detail. Only one instance of friable stone/loss of detail was recorded, seen on a deteriorating flower on the capital.



Figures 13-15. The stone exhibits some unevenness of color due to variations in weathering (left and center), leaving some minerals more exposed (detail, right).

Joints

The joints between granite units are generally narrow, typically 1/8". It is likely that the granite blocks were dry set on lead buttons after which each joint was pointed with a lead strip. The joints are in poor condition. The existing lead is deteriorating, displaced or wholly missing from many of the joints, particularly between the second and third tiers of the base, as well as at various heights along the length of the shaft. The lead between each bronze figure and its granite plinth has also generally failed.



Figure 16. General condition of the foundation (lower course). Also note the emergence of the landscape fabric.

The joints of the rubble foundation course are wide, ranging in width from approximately 3/4" to 1 1/2." The condition of the mortar is generally poor. The joints have probably been re-pointed multiple times, with significant overruns beginning to accumulate on the adjacent stone. This is the only significant evidence of any prior treatment or intervention. Approximately one-third of the pointing mortar is missing; a significant portion of the bedding mortar has been lost as well, up to a depth of 1 to 2 inches. However, the foundation does not otherwise exhibit any signs of movement or failure.



Figures 17 and 18. Example of a typical lead strip caulk dislodged from its joint (left) and one of the many wide, open joints of the foundation (right).



Calcite Run

A significant calcite run has developed on the north side of the base, the only incidence of this phenomenon. The deposit originates from the joint between the second and third tiers of the base, immediately below the plinth of the sailor. The accretion is concentrated on the face of the second tier and the upper pitch of the lowest tier. Copper staining, atmospheric and biological soiling have become incorporated into the accretion as well. The location of the accretion indicates that as water washes through the mostly open joint it is carrying minerals along with it, which are being deposited as the water runs down the stone below. The source of the cal-

cium hydroxide that has been dissolved and deposited is not apparent as the blocks are monoliths nor is the water source obvious.



Figures 19 and 20. Overall (left) and detailed image (right) of the dense calcite run which has developed on the north elevation of the base.

Metallic Staining

Metallic staining has occurred at various locations from two sources. Copper staining has predictably occurred on the granite immediately below the bronze figures and plaques, and is visible as a light blue-green wash on the faces of the stone.

Significant iron staining was observed concentrated on the upper level of crenellation, with a lesser, minor stain visible near the foot of the sailor. Subsequent observations made from the aerial lift showed that an iron chain, approximately four feet long, is wrapped around the pedes-



Figures 21-23. Examples of copper staining (left), mild and significant rust staining (center and right, respectively) on the monument.

tal of *Victory*, resulting in the staining below. The representative of the fire department did not consider it safe to attempt to remove the chain at this time. From this vantage point, we also observed that a ferrous shim used to level the figure of the sailor is causing that stain.

BRONZE

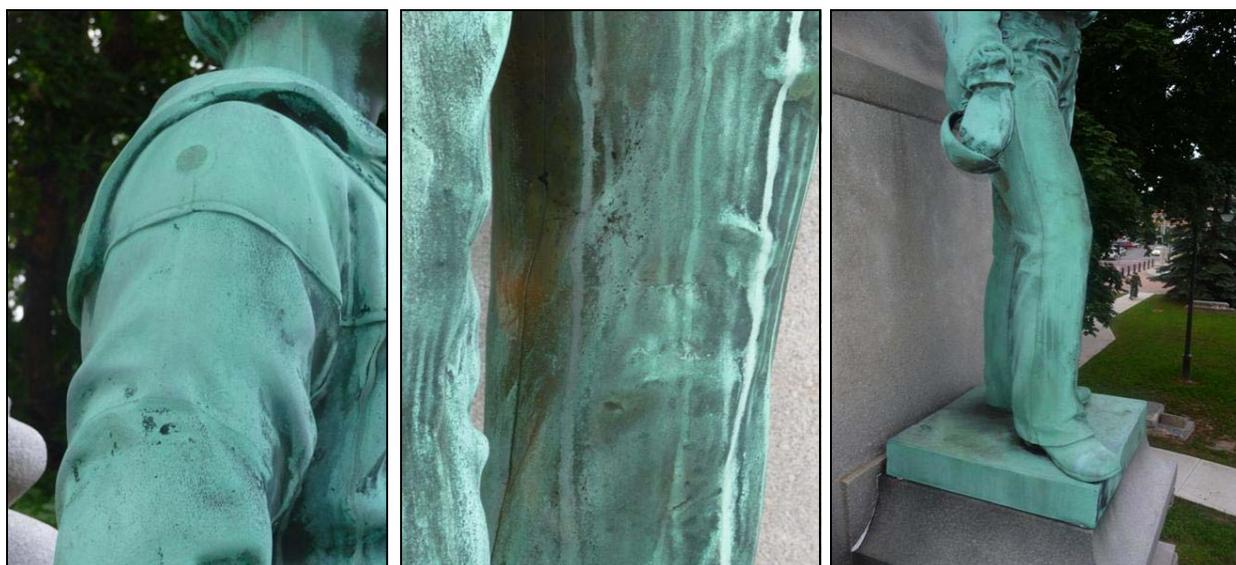
Figures (Soldier and Sailor)

Both sculptures possess an appearance and condition similar to that of other unmaintained bronzes of the same age in an outdoor environment. Active corrosion of the bronze surface is visible by its pale green appearance, streaking, and pitting of the surfaces.

The copper corrosion products consist mainly of powdery pale green deposits (most likely copper sulfates) and a hard, rough-textured crust of matte-black deposits (most likely a mixture of copper sulfides, carbon, and other airborne particulate matter). The disfiguring streaking of the surface is indicative of the paths where



Figures 24 and 25. The cast bronze soldier (left) and sailor (right).



Figures 26-28. Typical condition of bronze surface (left); typical condition of streaking and incidence of rust staining (center); missing cutlass blade (right).

water runs off the sculpture. During this process the more stable black crust is being dissolved by acidic run-off and converted into the paler green soluble sulfate form. The result is a predominantly green surface with islands of raised black crusts.

Contrary to popular belief, the corrosion layer on the surface of a bronze sculpture in an outdoor environment does not act as a protective layer. In actuality, the green and black colors that form on the surface consist of deleterious corrosion products that are both visually destructive and aesthetically unsightly. If left untreated, the relatively stable black crust found on the monument will continue to be dissolved by the acidic run-off and be converted into the paler green soluble sulfate form. In the most severe conditions, if the bronze surface is left unprotected, this situation will continue until all of the metal is converted into copper salts.

Beyond this general deterioration, the figures have sustained specific damage. The blade of the sailor's cutlass is missing, however this was the only sculptural loss observed. There are no major dents, nor corrosion fully through the metal. The legs of the sailor exhibit mild rust staining, probably due to some decoration draped on or suspended from the figure at one time. Each figure is pulling forward slightly off of its stone plinth. This is most likely due to the loosening or attenuation of the pin which holds the figure to the stone.

Plaques

The plaques exhibit surface deterioration similar to that of the figures. Both plaques possess a fairly even, dark green patina, interrupted with some light green streaks, particularly on the Cook panel; the text does, however, remain legible. No fasteners were missing, and no surface damage or loss was otherwise observed.



Figures 29 and 30. Condition of the bronze plaques, commemorating the heroism of the war dead (left) and noting the generosity of the Cooks (right).

D. DISCUSSION

The calcite run and biological soiling on the base of the granite stand out as the most anomalous among the conditions observed of the monument. Although it is clear that water is exiting the

joint at this location, the source of this water is less obvious. Because the tiers are monolithic, there are no vertical joints that could serve as possible sites of water ingress. The source of the calcite being deposited is also unclear. Normally a deposit of this type would be traceable to mortar and/or a carbonate stone itself, neither of which are seen in this situation.

It is possible that there is an internal core or doweling system through the center of the monument, such as one built of brick or concrete. This could be acting as a channel through which moisture is migrating through the monument, dissolving un-reacted lime in the core and carrying it out to be re-deposited. However, without further historic documentation or an invasive probe, this condition remains unconfirmed.

A three-foot level was laid on each tier (including those accessed by aerial lift) in at least two positions, at 90 degrees to one another. Each tier was found to be remarkably level. The monument was monitored using a transit level from four different approaches, one facing each elevation. The monument was not found to be leaning in any direction. This is a testament to the sturdy construction of the monument and soundness of the foundation, despite the failing mortar. The fracturing of the cyma due to point loading does indicate that some movement has occurred, but this does not necessarily suggest a degree of activity which should be a concern.

E. RECOMMENDATIONS

PHILOSOPHY

The goals of the recommended treatment emphasize minimal intervention by using the least aggressive means possible to achieve the most successful conservation results. To achieve such results it will be necessary to test each recommended procedure to determine which approach was most appropriate for the monument and most acceptable to the owner or the owner's representative. Therefore, although specific procedures are recommended it should be understood that they should only be instituted once the proper testing had been performed and the conservator and client have approved the results. For this reason it should be noted that although we may have recommended a specific set of treatments, the ultimate decision will be placed in the hands of the client or the client's representative.

GUIDELINES

The recommendations follow guidelines set forth in the following publications:

- United States Department of the Interior, National Park Service, "The Secretary of the Interior's Standards for the treatment of Historic Properties", Latest Edition.
- American Institute for Conservation of Historic and Artistic Works (AIC) "Code of Ethics and Guidelines for Practice," Latest Edition.

Work should only be performed or directed by Fellows or Professional Associates of the American Institute for Conservation (AIC) and who have extensive experience in the treatment of monuments and statuary bronze.

Glossary

The terms *Preservation, Rehabilitation, Restoration, Reconstruction* are used here as defined in the Secretary of the Interior's Standards for the Treatment of Historic Properties.

http://www.cr.nps.gov/local-law/arch_stnds_0.htm

The terms *Conservation, Conservator, Documentation, Stabilization* are used here as defined in the American Institute for Conservation (AIC) Definitions of Conservation Terminology

<http://aic.stanford.edu/geninfo/defin.html>

Other historic preservation terms are used here as defined in the ICOMOS Heritage Conservation Terminology and Definition of Terms

http://www.icomos.org/~fleblanc/publications/pub_terminology_e.html

Architectural descriptions are used here as defined in the Getty Art & Architecture Thesaurus On Line

http://www.getty.edu/research/conducting_research/vocabularies/aat/

Material names are used here as defined in the Conservation and Art Material Encyclopedia Online (CAMEO)

<http://www.mfa.org/cameo/frontend/home.asp>

ACCESS

Several decks of scaffolding should be erected from the ground and/or berm to provide access to most labor intensive areas of the monument, namely the base and lower plinth. An articulating boom lift should provide adequate access for the remainder of the work to be performed above this level. The lift should only be operated by a trained operator wearing proper personal protective equipment, and all weight restrictions--taking into account the added weight of tools and materials in the lift--should be strictly obeyed at all times.

MASONRY TREATMENT

Cleaning Using Triton X-100

All granite surfaces should be cleaned with an anionic detergent. Triton X-100 should be diluted 1 part concentrate to 100 parts water. Areas of soiling should be further washed with detergent using gentle scrubbing with soft brushes followed by water rinses.

Application of D/2 Architectural Anti-Microbial

D/2 Architectural Anti-Microbial, or approved equal, should be used to removed biological

soiling. Concentration will be determined through testing. Areas of biological growth will be removed using gentle scrubbing with soft brushes followed by water rinses.

Metallic Stain Removal

Metallic stains should be addressed locally using stain-specific treatments. Exact methods should be developed through initial cleaning tests.

Following detergent cleaning, copper stains should be removed by poultice cleaning using ammonium citrate in attapulgite clay. The stone surrounding the stain should be masked with blue tape and/or plastic sheeting. The chemical will be mixed with powdered clay until a workable paste consistency is achieved, and applied to the stain in an even thickness using plastic trowels. Areas will be shaded as needed to avoid uneven drying; the poultice will be monitored, and adjacent areas may be misted to force evaporation away from them and to the poultice.

When the clay has dried sufficiently, it should be scraped off the surface with plastic scrapers, contained, and disposed of accordingly. Residual clay will be dry-brushed from the surface and then thoroughly rinsed with pressurized water. The stone should be allowed to dry and reassessed, and the process repeated as needed. Removal of embedded copper stains should only be performed by highly experienced conservators, as improper poulticing risks leaving even more unsightly turquoise blue stains.

Iron stains should be removed using a solution of Iron Out or approved equal. A dilute solution will be applied following the manufacturer's recommended procedures to the pre-wetted stone surfaces. Adjacent surfaces should be protected during treatment. The solution should remain on the surface for the appropriate dwell time, to be determined through initial cleaning tests, after which the area should be thoroughly rinsed. The process may be repeated as needed on particularly tenacious stains.

Masonry Repairs

The fractured corner of the cyma should be reset and the joints sealed to prevent further water ingress. The minor cylindrical voids should also be filled with an appropriate patching mortar to prevent unnecessary water ingress.

As minor incipient spalls on the rusticated surfaces of the base are inherent to this type of dressing and do not indicate significant deterioration or failure, these fragments do not require stabilization or reapplication.

The calcite run should most likely be eliminated through careful mechanical removal, using a variety of hand and powered Dremel tools. Extreme care will be taken to avoid scarring underlying surfaces. Mechanical cleaning may be followed by micro-abrasion (JOS Cleaning) as needed to remove remaining scale and blend the edges of the cleaning site. Alternatively, the

deposit may be dissolved using nitric acid, a solution which will not react with the granite substrate.

Repair of Mortar Joints

All existing pointing mortar, including inappropriate overruns, should be carefully removed using hand tools. To ensure the deepest recesses of the rubble course are well-bonded and stable, these joints should be filled using an injection grout. The faces of the joint should be partially dammed with an appropriate mortar. A low-viscosity grout should then be injected behind the dam to flow through the foundation, filling openings between stone units which would have otherwise been inaccessible. The injection ports should then be pointed to match the surrounding mortar.

As part of the work necessary to identify an appropriate mortar, we recommend that wet chemical analysis be performed on a mortar sample, as this investigation was not undertaken as part of the scope of the assessment.

Repair of Lead Joints

Repairs should be made as needed to ensure all joints are properly sealed with lead. Properly sealing the joints, particularly those near the top of the monument, should discourage future moisture infiltration and the recurrence of significant biological growth or a calcite run on the base. Dislodged lead strips should be tamped back into place. Lead that is severely damaged should be removed; these and otherwise open joints will be fitted with new lead cut to the appropriate thickness and length.

BRONZE TREATMENT

Recreation of Missing Bronze Casting (Sailor's Cutlass Blade)

As part of this treatment, the sailor's missing cutlass blade should be recreated. A new model should be made based upon detailed historic photographs (if available) or one of a number of well-documented Civil War era examples, to be approved by the client. A mold should be made of the sailor's hand and the extant hilt of the cutlass to ensure that the replacement will match the profile of what exists. A new model should be created in wood, wax and/or plaster. The model should be cast by a foundry experienced with bronze statuary restoration. The new casting should be attached to figure using bronze threaded rod; all rods and joints should then be welded to firmly affix the new casting to the figure. The entire element should then be patinated to blend in with the approved patination scheme of the sailor and waxed in the same



Figure 31. Example of naval cutlass circa 1860, a likely example to serve as a model for recasting.

manner as the other bronze elements.

Cleaning Using Orvus

All bronze surfaces should be cleaned with an anionic detergent. Orvus WA Paste should be diluted 2-5% with clean water. Areas of soiling should be washed with additional detergent, scrubbed gently with soft brushes and rinsed with pressurized water (600-800 psi).

Following general cleaning, loose corrosion products should be removed from all bronze surfaces using low to medium pressurized water (2000-2500) using a 15° fan tip. Consistent tip-to-surface distance, angle and dwell time should be maintained throughout cleaning. The surfaces should be continually monitored to ensure that no bare bronze is being exposed. Remnants of previous coatings should be removed locally as needed using solvent gels and hot water or steam.

Lead Joint Repair

The open joints between each bronze figure and its granite plinth should also be recaulked with new lead strip caps.

Patination

Depending upon the results achieved from the water jetting, the sculptures and plaques should then be patinated to help reduce the contrast between the areas of light green corrosion and the black sections. The desired result should be developed in consultation with the client, within the parameters of the existing patina and what can be achieved using typical hot and cold patination techniques.

Application of Protective Wax Coatings

Following patination, the sculptures and plaques should receive a protective barrier coating of wax. The sculptures will be heated with a propane torch; two coats of new wax (National Parks Service formula) should be applied to the fully cleaned sculpture. Care should be taken not to direct the flame at the surrounding stone or to overheat the metal, particularly when treating the plaques. After the sculpture has cooled, a sacrificial top coat of Butcher's Bowling Alley cold paste wax should be applied to all bronze surfaces, allowed to dry and thoroughly buffed to a polish.

DOCUMENTATION TO AIC STANDARDS

All work should be thoroughly documented in written and photographic form. Overall and detailed images of each treatment item and phase should be taken in digital format. A treatment report should be provided upon completion of the project with guidelines for future maintenance.



MEMORANDUM

August 14, 2009

TO: Michael Lumbis, Planner
 City of Watertown Planning Office
 mlumbis@watertown-ny.gov

FROM: Justine Posluszny Bello, Conservator/Project Manager
 Conservation Solutions, Inc.

RE: Soldiers and Sailors Monument - Budgetary Cost Estimate

At the request of the City of Watertown, we have prepared the following budgetary cost estimate to perform the treatment of the Soldiers and Sailors Monument according to the general recommendations prescribed in our conditions assessment report, submitted on August 3, 2009:

Masonry treatment	\$120,000
Bronze treatment.....	\$25,000
Conservation oversight, project management and documentation.....	\$25,000
TOTAL: \$170,000	

Prices are estimated for 2009. A 5% per year compounded inflation rate has been adequate but future costs are difficult to estimate in the current economic environment. An additional 10% contingency fee should be added if the City is interested in addressing landscaping and lightning protection as well.

EXCLUSIONS/CAVEATS

- No permit fees are included.
- This estimate is not based on wage determination, prevailing wage, Davis/Bacon or other legislated rates.
- No fees for bonds are included or additional insurance coverage are included.
- This estimate presumes work can occur during a single mobilization.

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 06-17-10 Ref: PW 020-10
To:	Mary Corriveau, City Manager	
Subject:	Professional Services Contract Transmap Pavement Inventory Management System Photometrics and Pavement Condition Survey	

The purpose of this memorandum is to provide supporting information on the photometric shooting that is presently underway by Transmap and to detail the work that will be done this fiscal year as well as the pavement condition report to be produced later in the 2010-2011 fiscal year.

In the 2005-2006 Capital Budget funding in the amount of \$90,000 was approved for the development and implementation of a GIS-Based Roadway Inventory/Pavement Management System that could be integrated with our CarteGraph Management system and would also provide a photometric inventory of all City streets. TransMap Corporation, a roadway inventory, asset management and integration digital mapping firm located in Columbus, Ohio was the successful bidder and the contract was completed in early July, 2006 at a total cost of approximately \$65,000 incorporating precision GPS data at 33,000 specific locations and 132,000 high resolution photographs.

On June 4, 2010, Transmap contacted me to say that they had a contract to "shoot" the highways in both Lewis and Jefferson County and wanted to know if the City would like to take advantage of this opportunity to reshoot portions of our streets that had undergone recent reconstruction or paving.

Following discussions with both IT and Departmental Supervisors, negotiations were conducted for two separate contracts, the first being a complete photometric inventory of all City Streets at a cost of \$13,500 and a

second contract to be executed in the next fiscal year for a new pavement condition evaluation for a cost of \$12,500. Total combined contracts will yield, with the exception of the sidewalk condition section, a nearly identical scope of what was performed 4 years ago at 40% of the initial cost.

Funding for both of these contracts can be drawn from our existing CHIPS Operations and Maintenance account.

From a City perspective, the photometrics are an extremely valuable and easily accessible tool used by IT and Public Works as well as other departments in their daily work assignments and investigations. The initial pavement evaluation data has been used marginally due to a slow incorporation of the Road Management module into our CarteGraph Management System.

The primary consideration for proceeding with the work as outlined is due to the considerable bulk discount/cost savings that are being offered by Transmap because they are here to perform the work for the Jefferson and Lewis Counties. We would normally not be able to get them here and have them shoot the new streets for what was negotiated for all of our streets. Relative to the pavement condition evaluation, with Road View initial implementation earlier this year, the new data will allow us to have updated evaluations on all of our street sections as well as allowing us the capabilities to evaluate the actual/apparent asphalt degradation experienced over the past four years for both old and new asphalt overlays. Another important consideration is that while we would have requested our current information to be updated in the next fiscal year, the timing of doing this now ensures that the entire Jefferson County data and mapping information, to include the City, is time synchronized and we should be able to anticipate similar bulk price sharing/discounts in the future as they upgrade their data.

Should you have any questions concerning either the scope or the need for this data update, please do not hesitate

to contact me or Matt Owen at your convenience.

A handwritten signature in blue ink that reads "Gene". The letter "G" is large and stylized, with a long, sweeping tail that loops back under the "e".

cc: Peter Monaco, Assistant Superintendent of Public Works
Robert Cleaver, City Purchasing Agent
James Mills, City Comptroller
Josh Carlsson, Sr. Engineering Tech
Matt Owen, GIS Technician
DPW files:
 Pavement Management Program



Mobile Mapping Project City of Watertown, NY

To: Joseph Gross, Chief of Police
751 Waterman Dr
Watertown, NY 13601
Tel: 315.782.2233
Fax: 315.786.2613

From: Keith A. Lisby Jr., Project Manager TRANSMAP Corporation

Date: 6/14/10

Re: **Mobile Mapping Collection - Vehicle Description**

This memo is to inform you and the proper authorities that Transmap® Corporation will be working within limits of the City of Watertown, NY. Transmap® Corporation is contracted to inventory images of the Watertown road network. The ON-SIGHT™ HD Mobile Mapping Vehicle is a van that obtains digital imagery and GPS information of roadways while traveling at posted speed limits. Our technology is such that we will not interfere with traffic or pedestrians.

We will be driving the following van (pictured below):



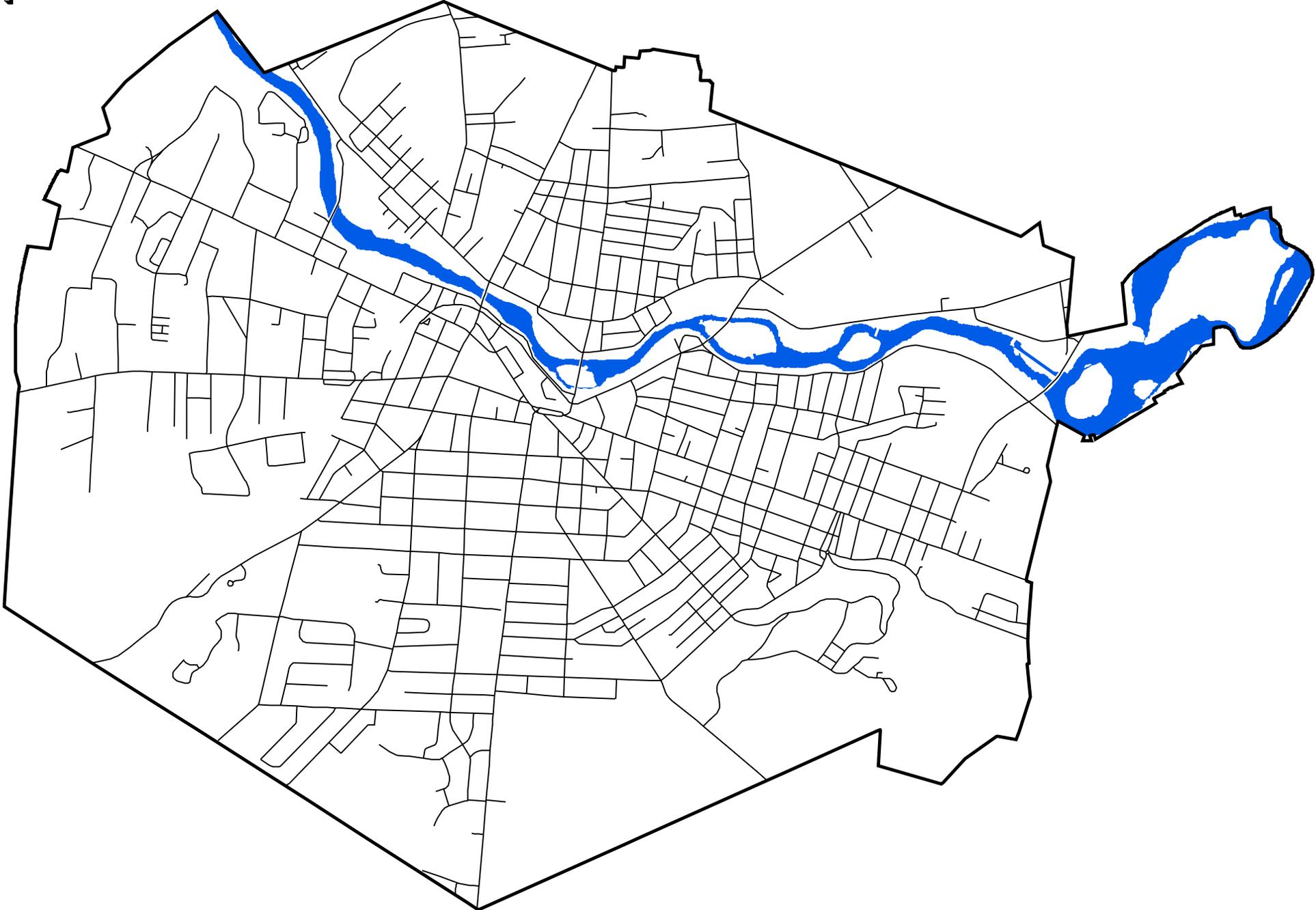
Ohio License Plate # **PDV-7412**

If you have any questions or concerns, feel free to contact me.

Keith A. Lisby Jr., Project Manager
1156 Dublin Rd. Ste 102
Columbus, OH 43215
(614) 481.6799
Email: klisby@transmap.com

Street Name	Work Order #	Description of Work Completed	Date Completed
Academy Street	A5110-267	Mill & Overlay - 400 & 500 Blocks	8/20/2008
Addison Street	A5110-255	Mill & Overlay	7/16/2008
Algonquin Avenue West	A5110-344	Shim & Overlay	9/16/2009
Arch Street	A5110-143	Shim & Overlay	10/3/2006
Arsenal Street	A5110-340	Mill & Overlay - VPP - 100 & 200 Blocks	9/25/2009
Arsenal Street	N/A	Reconstruction Project - NYS	
Barben Avenue	A5110-318	Mill & Overlay - 200 Block	10/26/2009
Bishop Street	A5110-189	Base Repairs, Shim, Overlay & Curb	8/10/2007
Brainard Street	A5110-330	Mill & Overlay	8/12/2009
Bronson Street	A5110-327	Shim, Overlay & Curb - 1000 & 1100 Blocks	7/30/2009
Brook Drive	A5110-307	Mill & Overlay	5/18/2009
Central Street	A5110-381	Mill, Overlay & Curb	
Coffeen Street	A5110-134	Heat Plane & Nova-chip - 200 Block	8/31/2006
Cosgrove Street	A5110-229	Mill & Overlay	5/8/2008
Court Street	A5110-133	Heat Plane & Nova-chip	8/31/2006
Emmett Street	A8140-450	Storm Sewer Construction	1/8/2010
Factory Street	A5110-130	Shim	7/11/2006
Franklin Street	A5110-123	Mill & Overlay - 400-900 Blocks	7/7/2006
Gaffney Drive	A5110-237	Reconstruction Project - City	9/8/2008
Gill Street	A5110-269	Surface Seal - 1200 & 1300 Blocks	9/1/2008
Girard Avenue	A5110-271	Base Repairs, Shim & Overlay	8/11/2008
Goodale Street	A5110-194	Mill & Overlay	8/6/2007
Haney Street	A5110-320	Mill & Overlay	6/11/2009
Hudson Lane	N/A	Reconstruction Project - Contractor	
Huntington Street	A5110-145 & A5110-184	Shim & Overlay - 1200-1600 Blocks	6/3/2007
Huntington Street Access Ramp	A5110-126	Mill & Overlay	7/6/2006
Indiana Avenue North	A5110-125	Mill & Overlay	7/21/2006
Iroquois Avenue West	A5110-228	Mill & Overlay	5/20/2008
Ives Street	A5110-270	Shim	9/25/2008
Knowlton Avenue	A5110-230	Mill & Overlay	5/6/2008
Leray Street	A5110-198	Shim - 900 & 1000 Blocks	9/11/2007
Lillian Street	A5110-400	Shim & Overlay	
Marra Drive	A5110-351	Shim & Overlay	
Mill Street	A5110-326	Shim, Overlay & Curb - 900 Block	7/7/2009
Nellis Street	A5110-188	Base Repairs, Shim, Overlay & Curb	8/16/2007
New York Avenue	A5110-193	Shim & Overlay	8/23/2007
Ohio Street	A5110-138	Shim, Overlay & Curb	9/18/2006
Orchard Street South	A5110-319	Mill & Overlay	6/11/2009
Paddock Street	A5110-331	Mill & Overlay - Intersection & 400 Block	7/29/2009
Pawling Street	A5110-207	Base Repairs, Shim & Overlay - 400 Block	10/22/2007
Pearl Street	A5110-180	Mill & Overlay	6/6/2007
Public Square	N/A	Reconstruction Project - Contractor	
Rutland Street North	A5110-264	Mill, Overlay & Curb	9/23/2008
Rutland Street South	A5110-266	Mill & Overlay - 200 Block	8/20/2008
Sherman Street	A5110-231	Mill & Overlay - 1300 Block	5/15/2008
Sherman Street	A5110-306	Mill & Overlay - 100-300 Blocks & 600-800 Blocks	6/17/2009
Snell Street	A5110-187	Base Repairs, Shim, Overlay & Curb	8/21/2007
State Place	A5110-101	Reconstruction Project - City	10/2/2006
State Street	N/A	Reconstruction Project - Contractor	
Sterling Street	A5110-195	Mill & Overlay - 100 & 200 Blocks	8/6/2007
Sterling Street	A5110-204	Reconstruction Project - City	11/9/2007
Superior Street	A5110-254	Mill & Overlay - 700-900 Blocks	7/17/2008
Superior Street	A5110-265	Mill, Overlay & Curb - 1000 Block	7/17/2008
Ten Eyck Street	N/A	Reconstruction Project - Contractor	
Tilden Street	A5110-122	Shim, Overlay & Curb	11/27/2006
Union Street	N/A	Reconstruction Project - Contractor	
Waite Avenue	A5110-382	Shim, Overlay & Curb	5/10/2010
Western Boulevard	N/A	Reconstruction Project - Contractor	
Whitewater Way	A5110-135	Heat Plane & Overlay	8/31/2006
Woodruff Street	A5110-148	Shim & Overlay	11/1/2006

2010 Transmap Routes





Clinton St

Washington St



Transmap Sample Images
July 2006

Transmap Corporation		City of Watertown, New York		June 10, 2010	
		Version 3			
1) Project Specifications/Raw Data Collection					
Task	Description	Comments	Transmap Units	Transmap Price	Total
1	Transmap Project Management	Covers all visits, support, conference calls, etc. - kick off, wrap up, Web-site project tracking (deliveries)	1	\$2,000	\$2,000
2	Project Mobilization (Lump sum)	Field Database setup, HARN Network, QC/QA Network, Van Transport	1	\$10,500	\$10,500
	Project Mobilization Proximity Discount	Mobilization Discount (van is local) Rates apply if Transmap can get started by June 18, 2010	1	-\$10,500	-\$10,500
3	ON-SIGHT™ Raw Data Collection (Centerline Mile)	Suburban imaging - Paved - 360 degree view of roadways	100.00	\$99	\$9,900
4	ArcGIS Server Web-Based Image Viewer	Transmap will set up Watertown to view all collected images in ArcGIS Server web environment with the raw PMS data, Orthophotography and GIS basemap layer.	1	\$1,600	\$1,600
<i>Subtotal</i>					<i>\$13,500</i>
2) Pavement Data Collection Creation					
Task	Description	Comments	Transmap Units	Transmap Price	Total
1	PMS Distress Collection (units = centerline miles)	Detailed surface distress analysis / Includes pavement width	100	\$65	\$6,500
<i>Subtotal</i>					<i>\$6,500</i>
3) Cartegraph					
Task	Description	Comments	Transmap Units	Transmap Price	Total
1	CarteGraph Data Load	Transmap will format all pavement distress data for CarteGraph to produce the OCI values.	1	\$5,500	\$5,500
<i>Subtotal</i>					<i>\$5,500</i>

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 06-14-06 Ref: PW 348-06
To:	Mary Corriveau, City Manager	
Subject:	Professional Services Agreement Transmap Pavement Inventory Management System	

Attached for your review and on-pass to City Council is the Professional Services Pricing for the Pavement Inspection and Management System as proposed by Transmap Corporation.

The proposal offered will provide a GPS based, physical interactive pavement inventory of the City's 100 miles of roadway. With an initial fee of \$63,180 for the basic services outlined, this project will provide road and infrastructure assessment data to enable us to develop future budgets, levels of service and federally recognized Best Practice Maintenance Operations. Details of this project are included in the 2005/2006 Capital Budget. Funding, in the amount of \$90,000, was approved at the Regular Council Meeting of June 5, 2006.

When completed, this study will provide detailed assessment data on Linear Infrastructure (curbing, roadway widths, sidewalks, etc.), Intersection Infrastructure (pedestrian features, control type, etc.) and Pavement Distress Inventory (alligator cracking, edge cracking, longitudinal cracking, transverse cracking, block cracking and patching.) which, when integrated with the Department's CarteGraph Management System will allow us to immediately begin to analyze existing pavement conditions according to Federal Highway standards. Doing so will allow us to maximize the effectiveness of our road rehabilitation, maintenance, and reconstruction programs given the limited resources available. This data will also allow us to conduct more in depth analysis of existing and future pavement conditions by leveraging the City's existing GIS program.

Once implemented the City will have the opportunity to further expand our database to include such point infrastructure assets as bridges, culverts, fire hydrants,

water gates, etc as well as additional linear structures such as fences and guide rails by either adding this information through the use of our own GPS equipment and/or we can contract with Transmap directly. If we contract with Transmap we will simply ask them to update our files with the information requested and they will be able to do that by reviewing the photometric imagery which will be collected in this phase of the project.

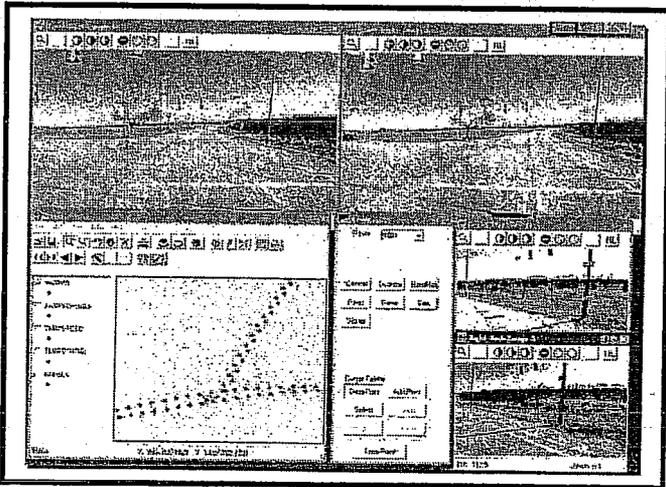
As you will note, we had originally estimated this project at \$90,000, however because we have actually started to collect asset data using our own equipment and personnel we have been able to substantial reduce the overall cost of the survey. As such the proposal now being recommended is limited to only those items which we cannot collect on our own given our existing capabilities.

Should you have any questions concerning either the scope or the need for this project, please do not hesitate to contact me or matt Owen at your convenience.

Gene

cc: Peter Monaco, Assistant Superintendent of Public Works
Robert Cleaver, City Purchasing Agent
James Mills, City Comptroller
Ralph Green, Electric Department Working Crew Chief
Richard Harra, Roads Maintenance Supervisor
Patrick Keenan, Sewer Maintenance Supervisor
Josh Carlsson, Sr. Engineering Tech
Matt Owen, GIS Technician
DPW files:
Pavement Management Program

FISCAL YEAR 2005-2006 CAPITAL BUDGET REQUEST FACILITY IMPROVEMENTS PAVEMENT MANAGEMENT PROGRAM

PROJECT DESCRIPTION	COST
<p>GIS-Based Roadway Inventory / Pavement Management:</p> <p>A Consultant would be hired to provide the Department of Public Works with road and infrastructure data to help develop budgets, levels of service and maintenance operations. The information provided will include Point Infrastructure (traffic signs, storm inlets, lighting etc.), Linear Infrastructure (curbing, ditches, sidewalks, etc.), Intersection Infrastructure (pedestrian features, control type, etc.), and Pavement Distress Inventory (alligator cracking, edge cracking, etc.) The department would be able to update, add to, and monitor the inventory with the existing Hanson Software, Arc View, and the Trimble GPS unit.</p> <div style="text-align: center; margin: 10px 0;">  </div> <p style="text-align: right; margin-right: 50px;">5 years - \$22,950</p>	\$90,000
TOTAL	\$90,000