

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, May 7, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 7, 2018, 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

PROCLAMATION

Official Poppy Month

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Facilities Use Permit Application, Watertown City School District
- Resolution No. 2 - Approving Agreement for Flat Fee Use of Athletic Fields, Pop Warner Football Association
- Resolution No. 3- Authorizing Standard Federal Aid Highway And Marchiselli Aid Project Agreement, Western Boulevard (Arsenal St. to Gaffney Drive), PIN 783002; D035315, Construction/Construction Inspection Phase
- Resolution No. 4 - Approving Franchise Agreement With Time Warner Cable Northeast LLC, Locally Known as Charter Communications
- Resolution No. 5 - Readopting Fiscal Year 2017-18 Water Fund Budget
- Resolution No. 6 - Accepting Bid for Wastewater Treatment Plant Grit Removal Improvements Project – General Construction

- Resolution No. 7 - Accepting Bid for Wastewater Treatment Plant Grit Removal Improvements Project – Electrical Work
- Resolution No. 8 - Accepting Bid for Thompson Park Splash Pad Project
- Resolution No. 9 - Approving an Exception to the City’s Adopted Complete Streets Policy for the Fiscal Year 2018-19 College Heights Pavement Resurfacing Project
- Resolution No. 10 - Authorizing Sale of Real Property, Known as 158 Academy Street and 166 Academy Street to Lee Jefferson LLC, 23235 Knowlesville Road East, Watertown, New York 13601
- Resolution No. 11 - Authorizing Sale of Real Property, Known as VL-9 Arsenal Street to Apple Blossom, LLC, P.O. Box 674, Brownville, New York 13615
- Resolution No. 12 - Authorizing Sale of Real Property, Known as VL Burlington Street to Wendell Woodruff, 237 Main Street East, Watertown, New York 13601
- Resolution No. 13 - Authorizing Sale of Real Property, Known as 524 Cooper Street to Jose Castellano, 536 Cooper Street, Watertown, New York 13601
- Resolution No. 14 - Authorizing Sale of Real Property, Known as 239 High Street to Leroy and Robin Draper, Jr. 253 High Street, Watertown, New York 13601
- Resolution No. 15 - Authorizing Sale of Real Property, Known as 517 Jefferson Street to Michael Ablan, 69 West Babcock Street, Gouverneur, New York 13642
- Resolution No. 16 - Authorizing Sale of Real Property, Known as 71 North St., 72 North St., 73 North St., 74 North St., 77 North St., And 78 North St., to Alfred Baker, 46795 Barnsettlement Road, Redwood, New York 13679
- Resolution No. 17 - Authorizing Sale of Real Property, Known as VL Rutland Street North, to Ernest and Marlene Clemons, Jr., 147 Palmer Street, Watertown, New York 13601
- Resolution No. 18 - Authorizing Sale of Real Property, Known as 549 Water Street, to Peter E. Monaco, 135 Smith Street, Watertown, New York 13601

- Resolution No. 19 - Adopting Revised FMCSA City of Watertown Controlled Substance and Alcohol Testing Policy
- Resolution No. 20 - Adopting Revised FTA City of Watertown Controlled Substance and Alcohol Testing Policy
- Resolution No. 21- Approving Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program, POMCO Inc.

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated December 18, 2017, Authorizing the Issuance of \$750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Grit Removal Equipment at the City's Wastewater Treatment Plant, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$825,000

LOCAL LAW

- Proposed Local Law
No. 2 of 2018 A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

PUBLIC HEARING

- 7:30 p.m. Approving Franchise Agreement With Time Warner Cable Northeast LLC, Locally Known as Charter Communications
- 7:30 p.m. Resolution Approving Option Agreement Extension With The Watertown Local Development Corporation for the City Center Industrial Park

OLD BUSINESS

STAFF REPORTS

1. Community Development Block Grant (CDBG) Program Year 2018 Annual Action Plan - Update
2. Public Hearings for 2018-19 Operating Budgets and 2018-19 through 2022-23 Capital Budget
3. Quarterly Financial Report
4. VL-9 Arsenal Street, Parcel No. 09-22-102.001

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, May 14, 2018, at 7:00 p.m.

Budget Work Sessions are also scheduled for: May 9, 2018 at 6:00 p.m. and
May 10, 2018 at 6:30 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MAY 21, 2018.**

Res No. 1

May 2, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Facilities Use Permit Application, Watertown City School District

Attached for City Council consideration is a Resolution that authorizes the City to enter into a contractual agreement with the Watertown City School District for use of buildings and grounds. This permit grants the City permission to use, at no cost to the City, the School District's facilities for running the City's recreation program.

The City of Watertown will submit a Letter of Understanding to the School District holding the District harmless for incidents that might occur at any of the City's programs held on District property.

RESOLUTION

Page 1 of 1

Approving Facilities Use Permit Application,
Watertown City School District

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown desires to run a Summer Recreation Program within the City of Watertown, and

WHEREAS the Watertown City School District is willing to authorize the City to use its facilities for said purpose, and

WHEREAS there is no cost associated with the Agreement between the City of Watertown and the Watertown City School District, and

WHEREAS the City deems the providing of a Summer Recreation Program to be a benefit to the citizens of the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Contract for Use of Buildings and Grounds between the City 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 Mayor Joseph M. Butler, Jr., is hereby authorized and directed to execute the application on behalf of the City of Watertown.

Seconded by

BOARD OF EDUCATION
WATERTOWN CITY SCHOOL DISTRICT
CONTRACT FOR USE OF BUILDINGS AND GROUNDS

It is agreed, understood, and covenanted as follows:

1. The undersigned will pay the Watertown City School District - \$0 - dollars to defray expenses for the proposed use of District property, including the opening of the building, lights, heat, janitorial personnel at the rate of pay under the Federal Wage and Hour Law, and other incidental expenses. All personnel employed for the use of District property will be considered special employees of the undersigned organization while performing their duties in conjunction with the planned activities.
2. There will be no sale of tickets or admission beyond the seating capacity of N/A
3. The undersigned will reimburse the Board of Education for loss or damage to school property resulting from such use.
5. The above insurance requirements notwithstanding, the undersigned agrees to defend, indemnify and hold harmless the Watertown City School District, to the extent allowed by law, from any judgments against it including costs, disbursements, attorney fees, etc. for any liability arising from the planned activities of the undersigned on the School District property.
6. The undersigned has familiarized themselves with the regulations of the Board of Education pertaining to the use of such property (see attached) and all said regulations are agreed to and will be observed.
7. The undersigned will provide for Worker's Compensation Insurance and any other insurance pertaining to the activities of the undersigned as may be required by law.
8. That the permission now applied for, if granted, is revocable at any time by the Board of Education.
9. If this application is made in the name of an organization, the person signing below is authorized to do so and will be responsible for full compliance with the terms hereof and all payments hereunder.

(City of Watertown Recreation Department)
Erin Gardner

BY _____
(Joseph Butler Jr., City Mayor)

**North Elementary School – Playground only. Building will be closed.
Last week in June 2018 until Mid August 2018.
Hours: M-F, 10 a.m. – 3:00 p.m.**

* * * * *

Except for performances or events open to the general public, all buildings will remain locked at the end of the day. Groups that have reserved facilities for use after a building has been locked will gain access to the building by the building custodial staff at the designated time. After the first arrival(s), it is expected that the group will be responsible for allowing other members of the group, who are authorized, into the building.

Res No. 2

May 2, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Pop Warner Football Association Flat Fee Agreement

Attached is a three-year Agreement for Flat Fee Use of Athletic Fields between the City of Watertown and the Watertown Pop Warner Association. This Agreement includes all practices. The team will be using City fields at North Elementary.

As stated in the attached report of Superintendent Erin Gardner, this Agreement represents a \$50 increase for practices with 3% increases for 2019 and 2020. There is a \$125 game day fee for games at the Fairgrounds. All terms have been agreed to with the Pop Warner Football Association.

Attached for City Council review and consideration is a Resolution authorizing the approval of the Agreement. City Staff will be available at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee Use of Athletic Fields, Pop Warner Football Association

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates numerous athletic fields throughout the City, and

WHEREAS the Pop Warner Football Association has expressed their desire to enter into an Agreement for Flat Fee Use of Athletic Fields for practice events, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at these community recreational facilities,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Flat Fee Use of Athletic Fields between the City of Watertown and the Pop Warner Football Association, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute said Agreement on behalf of the City of Watertown.

Seconded by

CITY OF WATERTOWN

AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS

This Agreement by and between the City of Watertown, with an address of 245 Washington Street, Watertown, New York 13601 (“City”) and the Watertown Pop Warner Association, with an address of 726 Hancock St. Watertown, NY 13601 (“League”) dated this 1st day of August, 2018.

RECITALS

WHEREAS, for a number of years, Association has scheduled the use of City-owned athletic fields at the Kostyk Field for practice events, which previous to this year did not require a fee; and

WHEREAS, the payment of the fees listed in Section A320 of the City Code of the City of Watertown would prove to be cost-prohibitive for Association; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

AGREEMENT

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2018-2020 seasons;

2. The fee to be charged the Association by the City for the use of the fields for practices, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2018, shall be \$1350.00. In year 2019 this fee will increase by 3% and in year 2020 an additional 3% will be added. The Association will be charged \$125.00 for game-days on multi-purpose #1. There will be an additional charge of \$50.00 if lights are used.

3. The fee shall be payable as follows:

a. 100% in advance of the first field usage, per year;

4. The undersigned individuals, signing for the Association, shall ultimately be personally responsible to the City for payment of the fees.

5. It is explicitly understood by the Association that this agreement pertains to practice events on the City-owned fields, North Junior Fields. If Association is found to be practicing on any other City-owned athletic

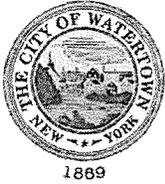
fields without prior approval of the Parks & Recreation Department, the Association will no longer be able to utilize City-owned fields.

POP WARNER FOOTBALL LEAGUE

By: John Flowers
President-Pop Warner

CITY OF WATERTOWN

By: Sharon Addison
City Manager



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



Date: April 13, 2018
To: Ms. Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Pop Warner Youth Football

The City of Watertown Parks & Recreation Department wishes to enter into a 3 year flat fee agreement with Watertown Pop Warner Football. The team will be using City fields at North Elementary for practices 4 days a week starting August 1, 2018.

Superintendent Gardner is proposing a flat fee for practices of \$1,350.00 which is an increase from \$1,300.00 last year. In year 2019, the fee will increase 3% and in year 2020 the fee will increase an additional 3%. In the event they play their games at the Fairgrounds, Superintendent Gardner is proposing a \$125.00 game day fee. All payments will be collected in advance of the first field usage.

Assistant Superintendent Scott Weller will be in attendance to answer any questions.

Res No. 3

May 2, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Standard Federal Aid Highway
And Marchiselli Aid Project Agreement,
Western Boulevard (Arsenal St. to Gaffney Drive),
PIN 783002; D035315, Construction/Construction Inspection Phase

As you know, the City of Watertown has received notification from the State of New York Department of Transportation that the Western Boulevard Project has been added to the State's Capital Construction Program and received both Federal STP Small Urban and State funds.

At this point in time, the City is prepared to move forward with the Construction/Construction Inspection Phase of the project. The estimated cost associated with completing this Phase is \$4,775,000. A Resolution is attached for Council consideration. Funding is provided by the Bond Ordinance in the amount of \$6.5 million approved by City Council on August 15, 2016 for this project.

RESOLUTION

Page 1 of 2

Authorizing Standard Federal Aid Highway
And Marchiselli Aid Project Agreement,
Western Boulevard (Arsenal St. to Gaffney Drive),
PIN 783002; D035315, Construction/
Construction Inspection Phase

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a project for the reconstruction of Western Boulevard (Arsenal St. to Gaffney Drive), PIN 783002, D035315 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Construction/Construction Inspection Phase,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the above-subject project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of the Construction/Construction Inspection Phase work for the Project or portions thereof, and

BE IT FURTHER RESOLVED that the sum of \$4,775,000 is hereby appropriated from an appropriation of the City of Watertown Capital Budget and made available to cover the cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager's Office, and

RESOLUTION

Page 2 of 2

Authorizing Standard Federal Aid Highway
And Marchiselli Aid Project Agreement,
Western Boulevard (Arsenal St. to Gaffney Drive),
PIN 783002; D035315, Construction/
Construction Inspection Phase

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that Mayor of the City of Watertown is hereby authorized and directed to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding for the local share of federal aid and state aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Seconded by



Department of
Transportation

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

April 10, 2018



Ms. Sharon Addison, City Manager
Watertown City Hall
245 Washington Street, Room 302
Watertown, NY 13601

RE: PIN 783002 – STANDARD FEDERAL AID PROJECT AGREEMENT
CONTRACT #: D035315
PROJECT: Western Boulevard (Arsenal St. to Gaffney Drive)
PHASE(S): Construction/Construction Inspection Phase
MUNICIPALITY: City of Watertown

Dear Ms. Addison:

This Supplemental Agreement #2 is required to enable funding for the Construction Phase.

Enclosed are two (2) complete copies of the Supplemental Agreement, titled: **Supplemental Agreement No. 2 to D035315**. Each text package contains the following:

- Schedule "A" (**Preliminary Engineering/Design**);
- Sponsor Resolution

Also enclosed are seven (7) additional copies of the Signature Sheet (page 2).

To Complete the Enclosed Agreement:

The City completes the agreement by:

1. Sign and date all copies of the Signature Sheet (**page 2**) and have notarized the affirmation statement on the same page.
2. A Resolution authoring 100% first instance payment of the Total Project cost must be enacted by City and contain the Municipal Seal. Either embossed or foil self-adhesive seals are acceptable. Signatures on all copies of both the Signature Page and the Resolution should be in original ball point pen (*Blue Ink*).

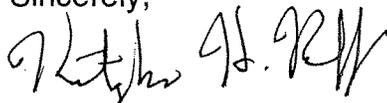
The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Return to my office:

1. One signed complete agreement.
2. Seven (7) signed signature sheets.
3. Eight (8) copies of the resolution

Questions concerning this project should be addressed to Nancy Catalina, Local Project Liaison at (315) 785-2300.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Docteur". The signature is written in a cursive style with some initials that are difficult to decipher.

for Scott A. Docteur, P.E.
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Justin Wood, City Engineer, City of Watertown
Kristopher H. Reff, Acting Program & Project Management Supervisor (Center File)
Nancy Catalina, Regional Local Program Liaison

Sponsor: **City of Watertown**
PIN: **783002** BIN: **N/A**
Comptroller's Contract No. **D035315**
Supplemental Agreement No. **2**
Date Prepared: **4/10/2018** By: **(NAC)**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035315 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Watertown (the Sponsor)
Acting by and through the **the City Council**
with its office at **the Municipal Building, 245 Washington Street, Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **321** which covers eligible costs incurred on/after **4/5/2018**
 - adding phase **301** which covers eligible costs incurred on/after **4/5/2018**
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Watertown
PIN: 783002 BIN: N/A
Comptroller's Contract No. D035315
Supplemental Agreement No. 2
Date Prepared: 4/10/2018 By: (NAC)
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Jefferson

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

SCHEDULE A

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
7830.02.101	Current	Other (see footnote)	\$700,000.00	\$0.00	\$700,000.00	\$0.00
	Old	Other (see footnote)	\$700,000.00	\$0.00	\$700,000.00	\$0.00
7830.02.321	Current	STP	\$55,000.00	\$44,000.00	\$11,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7830.02.301	Current	Other (see footnote)	\$3,800,000.00	\$0.00	\$3,800,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7830.02.NPS	Current	100% Local	\$220,000.00	\$0.00	\$0.00	\$220,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$4,775,000.00	\$44,000.00	\$4,511,000.00	\$220,000.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$44,000.00	\$ 0.00	\$4,511,000.00	\$220,000.00	\$4,775,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Nancy Catalina</u> Phone No: <u>315-785-2300</u>
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NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- PIN 783002, OSC Municipal Contract No.D035315
- Design Phase I-VI are being funded by 100% State Funds
- This OSC Contract, D035315, is Locally Administered. Matching State Administered Contract Number D035316 for ROW Phase.
- This Supplemental #2 Agreement is for the Construction/Construction Inspection Phase. This Phase is being funded with a combination of NY Works 3, STP and Local Non Participating Share (NPS) as shown in Table B of this Schedule A.
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-
-
-
-
-
-

RESOLUTION

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____,
P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

Res No. 4

May 2, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Franchise Agreement With Time Warner Cable Northeast
LLC, Locally Known as Charter Communications

Attached is a ten-year Franchise Agreement with Charter Communications for renewal of the Time Warner franchise for Council consideration.

A Public Hearing is scheduled for 7:30 p.m. as required by the Public Service Commission (PSC) before voting on this resolution.

RESOLUTION

Page 1 of 2

Approving Franchise Agreement With
Time Warner Cable Northeast LLC,
Locally Known as Charter Communications

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is a municipal corporation organized under the laws of the State of New York and, as such, desires to enter into a Franchise Agreement with Time Warner Cable Northeast LLC, locally known as Charter Communications, for the operation of a cable system, and

WHEREAS an application has been duly made to the City Council of the City of Watertown, County of Jefferson, New York, by Time Warner Cable Northeast LLC, l/k/a Charter Communications, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, for the approval of a renewal agreement for Time Warner Cable's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission commencing with the date of approval by the Public Service Commission, and

WHEREAS the Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings, and

WHEREAS a public hearing was held in the City of Watertown, New York, on May 7, 2018 at 7:30 p.m. and notice of the hearing was published in the Watertown Daily Times on April 27, 2018,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown finds that:

1. Time Warner Cable Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law, and

RESOLUTION

Page 2 of 2

Approving Franchise Agreement With
Time Warner Cable Northeast LLC,
Locally Known as Charter Communications

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

2. Time Warner Cable Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

3. Time Warner Cable Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby grants the cable television franchise of Time Warner Cable Northeast LLC and the City of Watertown for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence.

BE IT FURTHER RESOLVED that the Board of the City of Watertown hereby confirms acceptance of this Franchise Renewal Agreement.

Seconded by

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Watertown, New York, hereinafter referred to as the “Grantor” and Time Warner cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliated Entity” shall be defined as any person(s) and/or entity(ies) who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee but does not include affiliated entities that are not involved with the use, management, operation, construction, repair and/or maintenance of the Cable System.
- B. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- C. “Council” shall mean the governing body of the Grantor.

- D. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- E. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- F. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- G. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- I. “Franchise Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- J. “Gross Revenue” shall mean all revenue, as determined in accordance with generally accepted accounting principles, received by Grantee directly or indirectly from the provision of Cable Service in the City. Gross Revenues includes all eligible subscriber and non-subscriber revenue. This includes, but is not limited to, all revenue from basic, standard, digital and premium tiers of Cable Service; installation, disconnection and/or reconnection charges; late or delinquent fee charges; video on demand and pay-per-view service; program guides; additional outlets; franchise fees; equipment charges; as well as, all non-subscriber revenue including, but not limited to, advertising revenues less commissions paid to third parties that are not Affiliated Entities, revenues or commissions from locally-derived home shopping channels, and leased access. “Gross Revenue” does not, however, include: (1) any taxes or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.
- K. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- L. “Service Area” shall mean the area described in subsection 6.1 herein.
- M. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.

- N. "State" shall mean the State of New York.
- O. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- P. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within fifteen (15) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”) in accordance with the provisions of Section 895.5 of the regulations of the NYPSB. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor’s written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates.

Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions. Any new poles on public property are subject to Grantor's generally applicable permitting processes.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the

time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. To the extent practicable, Grantee shall use materials reasonably comparable to the materials in place prior to the damage or disturbance.

8.6 Tree Trimming. Grantee shall comply with the Grantor's tree ordinance. Notwithstanding the foregoing, in an emergency that threatens the safety or integrity of Grantee's facilities, Grantee or its designee shall have the authority to trim trees on public property at its own expense, as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys’ fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5 %) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor. In the event any other cable franchise provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. Grantee shall provide Grantor a report showing, with reasonable detail, the basis for the computation of the franchise fee. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on

a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for books and records showing the calculation of Gross Revenues and payment of franchise fees, which shall be maintained for six (6) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor

shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding

obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Watertown
Attn: City Manager
245 Washington Street
Watertown, NY 13061

Grantee: Charter Communications
Attn: Government Affairs
20 Century Hill Drive
Latham, NY 12110

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or

exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Council, or such other person as may be designated and supervised by the Council, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

City of Watertown

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal, State and local law.

Time Warner Cable Northeast LLC, By Its
Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

Res No. 5

May 1, 2018

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Re-adoption of the Fiscal Year 2017-18 Water Fund Budget

A resolution re-adopting the Fiscal Year 2017-18 Water Fund Budget has been prepared for City Council consideration to add the projected grant revenue as well as certain expenditures for the amount of work staff expects to perform between now and June 30th on the lead service line replacement program.

Please note the difference between revenues and expenses is due to the full-time employees that will be performing grant work that were already included in the budget, and additionally, we will be getting reimbursed for some of our equipment usage even though there is no direct cash outlay.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2017-18
Water Fund Budget

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS on June 5, 2017 the City Council passed a resolution adopting the Budget for Fiscal Year 2017-18, of which \$5,483,000 was appropriated for the Water Fund, and

WHEREAS the City of Watertown has accepted a Lead Service Line Replacement Program grant for which revenues and certain expenditures were not included in the Adopted Fiscal Year 2017-18 Water Fund Budget,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Water Fund Budget for Fiscal Year 2017-18 in the total amount of \$5,573,000 to include \$90,000 for the Lead Service Line Replacement Program grant, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the following adjustments be included in the re-adopted Water Fund Budget:

<u>Revenue and Appropriated Fund Balance</u>	
F.0000.3989 State Aid, Home and Community Services	\$ 90,000
Total Revenue	\$ 90,000
Appropriated Fund Balance	(\$59,675)
Total Revenue and Fund Balance	<u>\$30,325</u>
 <u>Expenditures</u>	
F.8340.0140 Water Distribution – Temporary	\$ 7,100
F.8340.0460 Water Distribution – Material and Supplies	22,000
F.8340.0810 Water Distribution – Retirement	675
F.8340.0810 Water Distribution – Social Security	550
Total Expenditures	<u>\$ 30,325</u>

Seconded by

Res Nos. 6 and 7

April 25, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bids for Wastewater Treatment Plant Grit Removal
Improvements Project

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the Wastewater Treatment Plant Grit Removal Improvements Project.

Invitations to bid were issued to at least eleven (11) prospective bidders, with a total of four (4) bids being received that were publicly opened and read in the Purchasing Department on Thursday, April 5, 2018 at 11:00 a.m. The bid is broken down into separate contracts as per Wickes Law, which applies to bids over \$500,000. The two contracts are for General Construction and Electrical Work.

Former City Purchasing Manager Amy M. Pastuf summarized the bids received, and the Water Department and GHD Engineering reviewed the bids, and it is their recommendation that the awards be issued to the lowest qualifying bidder meeting City specifications. Funding for this project will be from an amended Bond Ordinance included in tonight's agenda. The project is being funded through the New York State Environmental Facilities Corporation and will receive hardship funding resulting in zero percent interest.

Resolutions have been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Wastewater Treatment Plant Grit Removal Improvements Project – General Construction

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for General Construction for the Wastewater Treatment Plant Grit Removal Improvements Project, as per City specifications, and

WHEREAS bid invitations were sent to eleven (11) prospective contractors, with one (1) sealed bid submitted to the Purchasing Department for the general construction work, and

WHEREAS on Thursday, April 5, 2018, at 11:00 a.m., the bid received was publicly opened and read, and

WHEREAS the former City Purchasing Manager Amy M. Pastuf reviewed the bid received with the Water Department and GHD Engineering, the Engineering firm hired for the project, and it is their recommendation that the City Council accept the bid submitted by Henderson Brothers in the amount of \$750,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Henderson Brothers in the total amount of \$750,000 for the General Construction work for the Wastewater Treatment Plant Grit Removal Improvements Project as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Henderson Brothers.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Wastewater Treatment Plant Grit Removal Improvements Project – Electrical Work

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for General Construction for the Wastewater Treatment Plant Grit Removal Improvements Project, as per City specifications, and

WHEREAS bid invitations were sent to eleven (11) prospective contractors, with three (3) sealed bids submitted to the Purchasing Department for the electrical work, and

WHEREAS on Thursday, April 5, 2018, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS the former City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Water Department and GHD Engineering, the Engineering firm hired for the project, and it is their recommendation that the City Council accept the bid submitted by S&L Electric in the total bid amount of \$57,600,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of S&L Electric in the total amount of \$57,600 for the electrical work for the Wastewater Treatment Plant Grit Removal Improvements Project as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to S&L Electric.

Seconded by



April 11, 2018

Ms. Vicky Murphy
City of Watertown
Water Superintendent
245 Washington Street
Watertown, NY 13601

Re: Recommendation for Award
City of Watertown Water Pollution Control Plant
Grit Removal Improvements Project
GHD No. 11144118.2

Dear Ms. Murphy:

On April 5, 2018, bids were received and opened for the City of Watertown Grit Removal Improvements project. One bid was received for the General Contract and three bids were received for the Electrical Contract. Please see the attached tabulation of bids.

Henderson Brothers Contracting, Inc. was the low bidder for Contract No. 1 – General with a bid amount of \$750,000.00. The bidder was contacted by GHD and the bidder indicated they are confident in their bid and are willing to enter into an agreement with the City of Watertown. This bidder has provided the required supporting bidding forms.

S&L Electric, Inc. was the low bidder for Contract No. 2 – Electrical with a bid amount of \$57,600.00. The bidder was contacted by GHD and the bidder indicated they are confident in their bid and are willing to enter into an agreement with the City of Watertown. This bidder has provided the required supporting bidding forms.

Please note that our evaluation does not include an assessment of the financial/legal status of the above Contractors. This evaluation should be completed by the City.

If you have any questions or require additional information, please contact us.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read 'Jason D. Greene', is positioned above the printed name.

Jason D. Greene, PE, BCEE
Project Manager

JDG/jas

Enclosure

cc: Mark Crandall, City of Watertown (w/enc.)
Bruce Munn, PE, GHD (w/enc.)

GHD

One Remington Park Drive Cazenovia New York 13035 USA
T 315 679 5800 F 315 679 5801 W www.ghd.com

REGISTERED COMPANY FOR
ISO 9001
ENGINEERING DESIGN



CITY OF WATERTOWN, NEW YORK

CITY HALL
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601-3380

Grit Removal Improvements
2018-09
April 5, 2018 at 11:00 AM

Bid Opening Date:

The following results are bids as presented at the bid opening and do not represent an award.

Description	Henderson Bros.	Dow Electric, Inc.	Rombough Electric, Inc.	S&L Electric	
	Central Square, NY	Malone, NY	Oswego, NY	Colton, NY	
Contract #1 - General					
Schedule A - Lump Sum Bid Items					
A-1 - Mobilization	\$37,500.00				
A-2 - General Construction - Base Bid	\$706,500.00				
A-3 - Record Documents	\$5,000.00				
A-4 - O&M Manuals	\$1,000.00				
Total Base Bid Price (Sum A-1 thru A-4)	\$750,000.00				
Schedule C - Contract #1					
Schedule A - Lump Sum Bid Items	\$750,000.00				
Total Base Bid Price	\$750,000.00				
Contract #2 - Electrical					
A-5 - Mobilization		\$2,500.00	\$2,912.00	\$1,000.00	
A-6 - Electrical Construction		\$58,500.00	\$105,231.00	\$52,100.00	
A-7 - Record Documents		\$3,000.00	\$2,000.00	\$2,000.00	
Total Base Bid Price (Sum A-5 thru A-7)		\$64,000.00	\$110,143.00	\$55,100.00	
Schedule B - Allowances					
B-1 - Additional Input Module for Plant PLC		\$2,500.00	\$2,500.00	\$2,500.00	
Schedule A Total		\$64,000.00	\$110,143.00	\$55,100.00	
Schedule B - Allowances		\$2,500.00	\$2,500.00	\$2,500.00	
Total Base Bid Price		\$66,500.00	\$112,643.00	\$57,600.00	
Bid Bond Security	Yes	Yes	Yes	Yes	
Bidder's Qualification Statement	Yes	Yes	Yes	Yes	
Non-Collusive Bidding Certificate	Yes	Yes	Yes	Yes	
Statement of Surety's Intent	Yes/NA	NA	Yes/NA	NA	
Certificate of Compliance with the Iran Divestment Act					
List of Proposed Subcontractors	Yes	Yes	Yes	Yes	
Equal Employment Opportunity Policy Statement	Yes	Yes	Yes	Yes	
DBE Subcontractor Form (EPA Form 6100-2)	Yes	Yes	Yes	Yes	
DBE Subcontractor Form (EPA Form 6100-3)	Yes	No	Yes	No	
DBE Subcontractor Form (EPA Form 6100-4)	Yes	No	Yes	Yes	
Cert. Regarding Lobbying	Yes	Yes	Yes	Yes	
EFC American Iron and Steel Cert.	Yes	Yes	Yes	Yes	

Res No. 8

May 1, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bid for Thompson Park Splash Pad Project

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the Thompson Park Splash Pad Project.

Invitations to bid were issued to at least six (6) prospective bidders, as well as area plan room houses, with a total of three (3) bids being received that were publicly opened and read in the Purchasing Department on Thursday, April 26, 2018 at 11:00 a.m.

City Engineer Justin Wood reviewed the bids received with the Engineering Department, and it is their recommendation that the award be issued to D.E.W. Builders, Inc. in the amount of \$160,187 as the lowest qualifying bidder meeting City specifications. The other bids received are detailed in the attached report of Mr. Woods.

A Resolution for City Council consideration is attached. An amount of \$190,000 has been budgeted for the installation out of the total \$440,000 from the 2017-2018 Budget for this project.

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park
Splash Pad Project

Introduced by

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Thompson Park Splash Pad Project, as per City specifications, and

WHEREAS bid invitations were sent to six (6) prospective bidders, as well as area plan room houses, with three (3) sealed bids submitted to the Purchasing Department, and

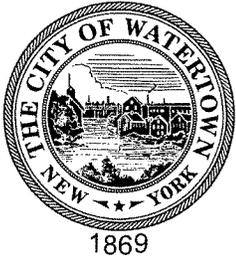
WHEREAS on Thursday, April 26, 2018, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS the City Comptroller James E. Mills reviewed the bids received with the Engineering Department, and it is their recommendation that the City Council accept the bid submitted by D.E.W. Builders, Inc. in the amount of \$160,187,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of D.E.W. Builders, Inc. in the amount of \$160,187 for the Thompson Park Splash Pad Project as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to D.E.W. Builders, Inc.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 303, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL jwood@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Justin Wood
City Engineer

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Justin Wood – City Engineer
SUBJECT: Bid 2018-10 – Thompson Park Splash Pad Project
DATE: 5/1/2018

The City's Purchasing Department advertised in the Watertown Daily Times on March 30, 2018 calling for sealed bids for the installation of a Splash Pad at Thompson Park. The Purchasing Department issued Invitations to Bid to six (6) prospective bidders including the area plan room houses. The Purchasing Department received three (3) sealed bid submittals which were publically opened and read on April 26, 2018 at 11:00 am, local time. The bid tabulation for the bid is shown below.

DC Building Systems	D.E.W. Builders, Inc	Titan Development
\$248,800.00	\$160,187.00	\$308,500.00

The Engineering Department reviewed the bid submittals for their responsiveness to the bid requirements. It is recommended that City Council award the bid for the Thompson Park Splash Pad Project to **D.E.W. Builders, Inc. for \$160,187.00** as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 9

May 1, 2018

To: The Honorable Mayor and City Council

From: Geoffrey T. Urda, Planner

Subject: Approving an Exception to the City's Adopted Complete Streets Policy for the Fiscal Year 2018-19 College Heights Pavement Resurfacing Project

On January 17, 2017, the City Council voted to adopt a Complete Streets Policy for the City of Watertown. The Complete Streets Policy directs the City to design streets for all users and directs that the City shall treat every transportation project as an opportunity to create safer, more accessible streets for all users. It also allows for exceptions to the policy under certain circumstances.

The policy states that when the costs of providing accommodation for some travel modes is disproportionate to current and anticipated future demand for those modes, an exception may be considered for approval. During its review of the upcoming resurfacing project on College Heights, the Complete Streets Committee noted the lack of sidewalks serving the street, but ultimately determined that the cost of installing sidewalks was disproportionately high relative to the anticipated pedestrian activity on this street.

Under the Complete Streets Policy, the City Council has sole authority to approve exceptions. The policy directs that when the Complete Streets Committee recommends an exception, it must forward that recommendation to the City Council with supporting documentation that indicates the basis for the decision. For every project that the committee reviews, it completes a checklist that guides the evaluation. The completed checklist for the College Heights project is attached as part of this report.

The Resolution prepared for City Council consideration approves an exception to the Complete Streets Policy for the project at College Heights for the purpose of exempting that project from the need to install sidewalks.

RESOLUTION

Page 1 of 1

Approving an Exception to the City's Adopted Complete Streets Policy for the Fiscal Year 2018-19 College Heights Pavement Resurfacing Project

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has an adopted Complete Streets Policy that directs the City to design, provide and maintain a safe, accessible and well-connected multimodal surface transportation network that meets the needs of all users, and

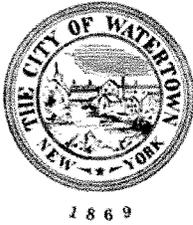
WHEREAS the adopted Complete Streets Policy states that the City shall approach every transportation improvement and transportation-related project as an opportunity to create safer, more accessible streets for all users, and

WHEREAS the adopted Complete Streets Policy allows for exceptions to the policy when the costs of providing accommodation for some travel modes is excessively disproportionate to the current need or anticipated future demand for those modes, and

WHEREAS the City's Complete Streets Committee has reviewed the upcoming resurfacing project at College Heights, a street without sidewalks, and after evaluating all alternatives, has determined that the cost of installing sidewalks would be excessively disproportionate to the current need or anticipated future demand for pedestrian travel along that street,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves an exception to the City's adopted Complete Streets Policy to exempt the Fiscal Year 2018-19 College Heights pavement resurfacing project from the need to install sidewalks.

Seconded by



City of Watertown

Complete Streets Checklist

Background:

The City of Watertown promotes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and of all abilities.

The Complete Streets Policy calls for the establishment of a checklist to be filled out during a project review to determine compliance with the policy.

Complete Streets Checklist:

The following checklist should be used in the earliest stages of concept development and preliminary engineering to ensure that all modes of transportation are considered.

This checklist was designed to assist the City's Complete Streets Committee in planning and designing transportation projects that appropriately accommodate bicycles, pedestrians, transit users and those with disabilities, in addition to accommodating motorists.

The Complete Streets Committee should ensure the checklist is reviewed at the earliest stage of a project, and is responsible for ensuring the checklist is completed prior to the advancement of a project to final design.

Using the Checklist:

The Complete Streets Checklist is a tool to use throughout concept development and preliminary engineering to ensure that all developed alternatives reflect compliance with the Complete Streets policy.

When completing the checklist, a brief description is required for each item as a means to document that the Complete Streets Committee has considered the item. The explanation can include supporting documentation.

Priorities and Exceptions:

Priorities

Early consideration of the land use and transportation context of the project is critical. The context factors that should be given high priority include the following:

- a. Whether the corridor provides a primary access to a significant destination, such as a community or regional park or recreational area, a school, a shopping/commercial area, an employment center or dense multifamily housing;
- b. Whether any significant trip generator, such as one or more of those described above, is currently proposed or planned for the project area and has the potential to increase travel demand in the future;
- c. Whether the corridor provides access across a natural or man-made barrier such as a river or freeway;
- d. Whether the corridor is in an area where a relatively high number of users of non-motorized transportation modes can be anticipated;
- e. Whether a road corridor provides important continuity or connectivity links for an existing trail or path network; or
- f. Whether nearby routes that provide a similar level of convenience and connectivity already exist.

City of Watertown Complete Streets Checklist

Project Name: College Heights

Street Type: Minor Collector

Average Daily Traffic: < 5,000

Truck Volumes (estimated percentage): 7 percent

Design Speed: 30 mph **Land Use:** Commercial

ESTABLISHING PRIORITIES

A "YES" answer to any of these questions identifies the project as one in which high priority and consideration should be provided for, including Complete Streets elements.

Environmental Context and Connectivity (pedestrian, bicycle, and transit accommodations)				
<i>Checklist Consideration</i>		<i>Yes</i>	<i>No</i>	<i>Explanation and Date of Comment</i>
Does the project provide a main route to a significant destination?	Park/Recreation area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	School	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Shopping/Commercial area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Home Depot and Cracker Barrel (4/10/18)
	Employment center	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Community facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Other:	<input checked="" type="checkbox"/>		Multifamily apartment complex (4/10/18)
Does the project provide access across a natural or synthetic barrier?	Natural feature	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Man-made feature	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Does the project provide continuity or connectivity links for an existing trail or a path network across the city?	Off-road trail facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	On-road trail facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Other:			
Are there nearby routes that provide a similar level of convenience and connectivity?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	College Heights is literally the only way in and out to all of the above destinations (4/10/18)
Are there any future trip generators in the vicinity of the proposed project that might attract pedestrian, bicycle or transit trips?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

CONSTRAINTS

Are there constraints to consider in reviewing this project for possible inclusion of Complete Streets elements?

<i>Constraint Type</i>	<i>Yes</i>	<i>No</i>	<i>Explanation and Date of Comment</i>
Right-of-Way	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ROW ends at the curb line at some points (4/18/16)
Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	National Grid poles (4/16/18)
Environmental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Funding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cost of sidewalks relative to budget (4/18/16)
Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Existing Condition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Other:			

COMPLETE STREETS ELEMENT REVIEW

For each of the sections below, indicate whether a Complete Streets Element is/is not recommended. Provide an explanation of the element to be used or rationale why the element is not being recommended.

<i>Complete Streets Element</i>	<i>Checklist Consideration</i>	<i>Recommended</i>	<i>Not Recommended</i>	<i>Explanation and Date of Comment</i>
Traffic Calming				
Does the roadway design consider elements to improve safety for pedestrians, bicyclists, and motorists?	Narrower driving lanes		<input checked="" type="checkbox"/>	Driving lanes are not striped (4/18/16)
	Lane reduction		<input checked="" type="checkbox"/>	Driving lanes are not striped (4/18/16)
	Other:			
Pedestrian Facilities				
Reduce pedestrian crossing distance at intersections where high motor vehicle counts and high pedestrian counts are expected.	Pedestrian bridge		<input checked="" type="checkbox"/>	
	Curb bump-outs		<input checked="" type="checkbox"/>	Inappropriate without sidewalks (4/18/18)
	Other:			

<i>Complete Streets Element</i>	<i>Checklist Consideration</i>	<i>Recommended</i>	<i>Not Recommended</i>	<i>Explanation and Date of Comment</i>
Does the project provide appropriate pedestrian accommodations?	Sidewalks		✓	<p>There are presently no sidewalks serving this street. While sidewalks should receive strong consideration where there are both commercial and residential uses, their cost must not be disproportionate to their anticipated use. Sidewalks connecting the College Heights apartments (30 units) to the rest of the City sidewalk network at Coffeen Street would cost between \$75,000 and \$95,000. However, the majority of pedestrian trips from the apartments would likely be no further than to the Dunkin Donuts/Quicklees convenience store.</p> <p>There are three options. The first is to install sidewalks at the City's expense. The second is to order the abutting property owners to install sidewalks at their expense. The third is to grant an exception to the Complete Streets Policy for sidewalks on this project. The Committee recommends the City Council grant the exception. (4/16/18)</p>
	Crosswalks		✓	Inappropriate without sidewalks (4/16/18)
	Mid-block crosswalks		✓	Inappropriate without sidewalks (4/16/18)
	Buffers between roadway and sidewalks		✓	n/a
	Lighting		✓	Sufficient lighting exists (4/16/18)
	Street furniture		✓	Inappropriate without sidewalks (4/16/18)
	Other:			
Consider exclusive pedestrian timing or leading pedestrian intervals where pedestrian crossing volumes are high enough.			✓	Volumes are not anticipated to be high enough for this consideration (4/18/18)

<i>Complete Streets Element</i>	<i>Checklist Consideration</i>	<i>Recommended</i>	<i>Not Recommended</i>	<i>Explanation and Date of Comment</i>
Bicycle Facilities				
Does the project provide appropriate bicycle accommodations?	Improved shoulders		✓	No striping exists or is recommended (4/16/18)
	Bike path (off street)		✓	No connection to existing bike facilities (4/16/18)
	Bike lane		✓	No connection to existing bike lanes (4/16/18)
	Bike sharrow		✓	No connection to existing bike lanes (4/16/18)
	Bike racks		✓	While the City should not install bike racks on private property as a part of this project, the abutting residential and commercial properties should consider bike racks for their residents and patrons, given the project's proximity to the Coffeen Street bike lanes. (4/16/18)
	Other bike parking		✓	
	Other:			
Transit Facilities				
Does the project provide appropriate transit accommodations?	Transit shelters		✓	This project is not along a bus route (4/16/18)
	Bus turnout		✓	n/a
	Public seating		✓	n/a
	Signage/maps		✓	n/a
	Trash/recycling receptacles		✓	Surrounding commercial private property should contain sufficient receptacles (4/18/18)
	Other:			
On-Street Parking				
Is there existing parking? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Parking on one side?		✓	
	Parking on both sides?		✓	Sufficient off-street parking exists in the surrounding commercial and residential properties (4/18/18)
Should parking be added or reduced? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

<i>Complete Streets Element</i>	<i>Checklist Consideration</i>	<i>Recommended</i>	<i>Not Recommended</i>	<i>Explanation and Date of Comment</i>
Streetscaping				
Does the project include streetscaping along newly constructed or reconstructed roadways? If so, what kind of elements?	Street trees		✓	With the potential for future sidewalk construction, there is no recommendation for tree planting at this time. If any of the abutting properties were further developed in the future, sidewalks would receive strong consideration during the site plan review process as the Complete Streets Policy directs. This could also lead to adjacent property owners receiving sidewalk installation orders to maintain contiguity. At such time, additional landscaping would also be part of the site plan review process (4/17/18)
	Landscape plantings		✓	
	Planters		✓	
	Buffer strips		✓	
	Other:			
ADA Accessibility				
Does it include appropriate ADA design features?	Curb ramps	✓		Upgrade to meet DOJ standard (4/17/18)
	Detectable warning surface	✓		This is a DOJ requirement (4/17/18)
	Crossing distance consideration		✓	
	Signal timing		✓	
	Other:			

IMPLEMENTATION AND EVALUATION

<i>Checklist Consideration</i>		<i>Yes</i>	<i>No</i>	<i>Explanation and Date of Comment</i>
Maintenance Are there any added maintenance projections for this project? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Pavement rehabilitation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Pavement marking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Street sweeping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Snow removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Street trees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Site furnishings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Pavers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Performance Measures Have you identified appropriate Performance Measures for the project according to the Complete Streets Annual Progress Report?	Quantitative Measures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADA Improvements (4/17/18)
	Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Completed By: Geoffrey Urda, Planner
(Print name and title)

Date: 4/17/18

Res Nos. 10-18

April 30, 2018

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sale of City Property

On April 30th the City Comptroller's Office held a public auction of City owned properties. Bids received totaled \$22,800 which is slightly short of the \$25,000 the City budgeted for Fiscal Year's 2017-18 annual property auction. The results of the auction are as follows:

Parcel Number	Location	Bid Amount	Bidder
11-03-219.000	158 Academy Street	\$5,300	Lee Jefferson LLC
11-03-220.000	166 Academy Street		
09-22-102.001	VL-9 Arsenal Street	\$1,800	Apple Blossom, LLC
03-05-331.000	VL Burlington Street	\$100	Wendell Woodruff
02-02-114.000	524 Cooper Street	\$700	Jose Castellano
06-04-101.000	239 High Street	\$2,100	Leroy and Robin Draper Jr.
06-04-211.000	517 Jefferson Street	\$2,000	Michael Ablan
04-26-405.000	71 North Street	\$500	Alfred Baker
04-26-404.000	72 North Street		
04-26-403.000	73 North Street		
04-26-402.000	74 North Street		
04-27-703.000	77 North Street		
04-27-702.000	78 North Street		
06-08-102.001	VL Rutland Street North	\$100	Ernest and Marlene Clemons
04-14-105.000	549 Water Street	\$10,200	Peter E. Monaco

The required 10% deposit has been received for each parcel. Resolutions authorizing the sale of each property are attached for City Council consideration. All of the above high bidders are current with property taxes with the exception of Wendell Woodruff and Apple Blossom, LLC per the following table. The resolutions for the sales to those bidders include a requirement that all outstanding property taxes be paid prior to the deed being issued. None of the bidders, with the exception of Wendell Woodruff, have outstanding issues with Code Enforcement. Mr. Woodruff has code issues with the house located at 601 Burlington Street and has not been responsive in either bringing the structure into code compliance or in demolishing the structure. A clause has been added to the resolution accepting his bid that requires him to demolish the structure.

Bidder	Other Owned City Property	Tax Owed	Amount Owed as of May 1st
Apple Blossom, LLC	715 State Street	2018 County Tax	\$932.82
Wendell Woodruff	M54 Anne Street	2016 Tax Sale Certificate (City bid)	\$701.47
Wendell Woodruff	877 Main Street West	2016 Tax Sale Certificate (City bid)	\$5,426.21
Wendell Woodruff	237 Main Street East	2016 Tax Sale Certificate (City bid)	\$3,410.68
Wendell Woodruff	601 Burlington Street	2016 Tax Sale Certificate (City bid)	\$2,311.98

Properties included in the auction that did not receive bids were:

Parcel Number	Location
1-10-310.000	103 Alexandria Avenue
08-05-104.002	VL-6 Arsenal Street
11-12-130.001	VL Flower Avenue East
1-18-102.000	424 Vanduzee Street

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 158 Academy Street and
166 Academy Street to Lee Jefferson
Holdings LLC,
23235 Knowlesville Road East,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 158 Academy Street and 166 Academy Street, approximately 66' x 115' and 38' x 91' in size respectively, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 11-03-219.000 and 11-03-220.000 respectively, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$5,300 submitted by Lee Jefferson Holdings, LLC for the purchase of Parcel No. 11-03-219.000 and 11-03-220.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 158 Academy Street and
166 Academy Street to Lee Jefferson
Holdings LLC,
23235 Knowlesville Road East,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Lee Jefferson Holdings, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as VL-9 Arsenal Street to
Apple Blossom, LLC, P.O. Box 674,
Brownville, New York 13615

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL-9 Arsenal Street, approximately 181' x 118' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 09-22-102.001, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,800 submitted by Apple Blossom, LLC for the purchase of Parcel No. 09-22-102.001, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as VL-9 Arsenal Street to
Apple Blossom, LLC, P.O. Box 674,
Brownville, New York 13615

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Apple Blossom, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as VL Burlington Street to
Wendell Woodruff, 237 Main Street East,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL Burlington Street, approximately 50' x 110' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 03-05-331.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$100 submitted by Wendell Woodruff for the purchase of Parcel No. 03-05-331.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as VL Burlington Street to
Wendell Woodruff, 237 Main Street East,
Watertown, New York 13601

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Wendell Woodruff upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller and the purchaser demolish the structure on his property located at 601 Burlington Street which adjoins the parcel to be sold to him, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 524 Cooper Street to
Jose Castellano, 536 Cooper Street,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 524 Cooper Street, approximately 22' x 118' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 02-02-114.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$700 submitted by Jose Castellano for the purchase of Parcel No. 02-02-114.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 524 Cooper Street to
Jose Castellano, 536 Cooper Street,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Jose Castellano upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 239 High Street to
Leroy and Robin Draper, Jr.
253 High Street, Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa L.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 239 High Street, approximately 73' x 112' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 06-04-101.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$2,100 submitted by Leroy and Robin Draper, Jr. for the purchase of Parcel No. 06-04-101.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 239 High Street to
Leroy and Robin Draper, Jr.
253 High Street, Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa L.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Leroy and Robin Draper, Jr. upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 517 Jefferson Street to
Michael Ablan, 69 West Babcock Street,
Gouverneur, New York 13642

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 517 Jefferson Street, approximately 54' x 42' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 06-04-211.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$2,000 submitted by Michael Ablan for the purchase of Parcel No. 06-04-211.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 517 Jefferson Street to
Michael Ablan, 69 West Babcock Street,
Gouverneur, New York 13642

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Michael Ablan upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 71 North St., 72 North St.,
73 North St., 74 North St., 77 North St.,
And 78 North St., to Alfred Baker,
46795 Barnes Settlement Road,
Redwood, New York 13679

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 71 North Street, 72 North Street, 73 North Street, 74 North Street, 77 North Street and 78 North Street, approximately 50' x 100', 50' x 110', 50' x 115', 50' x 115', 50' x 130' and 50' x 135' respectively in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel Nos. 04-26-405.000, 04-26-404.000, 04-26-403.000, 04-26-402.000, 04-27-703.000 and 04-27-702.000 respectively, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$500 submitted by Alfred Baker for the purchase of Parcel Nos. 04-26-405.000, 04-26-404.000, 04-26-403.000, 04-26-402.000, 04-27-703.000 and 04-27-702.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
 Known as 71 North St., 72 North St.,
 73 North St., 74 North St., 77 North St.,
 And 78 North St., to Alfred Baker,
 46795 Barnes Settlement Road,
 Redwood, New York 13679

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa L.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Alfred Baker upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as VL Rutland Street North,
to Ernest and Marlene Clemons, Sr.,
147 Palmer Street,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL Rutland Street North, approximately 9' x 88' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 06-08-102.001, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$100 submitted by Ernest and Marlene Clemons, Sr., for the purchase of Parcel No. 06-08-102.001, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as VL Rutland Street North,
to Ernest and Marlene Clemons, Sr.,
147 Palmer Street,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Ernest and Marlene Clemons, Sr. upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 549 Water Street,
to Peter E. Monaco,
135 Smith Street,
Watertown, New York 13601

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 549 Water Street, approximately 44' x 170' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 04-14-105.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$10,200 submitted by Peter E. Monaco, for the purchase of Parcel No. 04-14-105.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 549 Water Street,
to Peter E. Monaco,
135 Smith Street,
Watertown, New York 13601

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler Jr. be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Peter E. Monaco upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by

Res No. 19 and 20

May 2, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Drug and Alcohol Testing Policies

Recently, the United States Department of Transportation released new regulations governing drug and alcohol testing procedures which require our policies to be updated.

As stated in the attached report of HR Manager Matthew Roy, both the FMCSA Controlled Substance and Alcohol Testing Policy and the FTA Controlled Substance and Alcohol Testing Policy have been updated and are ready to be adopted by City Council.

A resolution has been prepared for City Council consideration.



1869

CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

SHARON ADDISON
CITY MANAGER

To: Sharon Addison
City Manager

From: Matthew Roy
HR Manager

Re: Drug and Alcohol Testing Policies

Date: April 26, 2018

Recently the United States Department of Transportation released new regulations governing drug and alcohol testing procedures which require our policies to be updated. The biggest change outlined in the regulation is the addition of opioids (synthetic opiates) to the panel of drugs for which employees must be tested. This change necessitated a revision to the following policies:

Our CitiBus employees are subject to drug and alcohol testing procedures under the oversight of the Federal Transit Administration (FTA). Our policy governing these employees is fairly new having been adopted by Council in November 2015. This policy has been updated to include the testing of opioids.

Our employees required to operate commercial vehicles are subject to drug and alcohol testing procedures under the oversight of the Federal Motor Carrier Safety Administration (FMCSA). Our policy governing these employees is quite old and outdated. A new policy has been created using the FTA policy as a template but incorporates the requirements as dictated by the FMCSA.

Both policies have been reviewed by Staff and will require formal adoption by City Council. Please include 2 agenda items for the upcoming May 7, 2018 Council Agenda to approve these policies.

RESOLUTION

Page 1 of 1

Adopting Revised FMCSA City of Watertown Controlled Substance and Alcohol Testing Policy

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr. Joseph M.

Introduced by

Total

YEA	NAY

WHEREAS Federal regulations mandate that the City of Watertown adopt a Controlled Substance and Alcohol Testing Policy, and

WHEREAS recent changes to the FMCSA regulations require that the current policy be revised,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the revised FMCSA City of Watertown Controlled Substance and Alcohol Testing Policy, a copy of which is attached and made part of this resolution, effective immediately.

Seconded by

City of Watertown

Controlled Substance and Alcohol Testing Policy
For FMCSA Regulated Employees
Adopted May 7, 2018

I. Purpose

The City of Watertown provides services for the residents of the City of Watertown, and as such, part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of both the employees and the general public. In keeping with said mission, the City of Watertown declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances, or the misuse of alcohol, is expressly prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. The intention of this policy is to fully comply with all applicable federal regulations governing workplace anti-drug and alcohol programs within the transit industry. Specifically, the rules and regulations put forth by the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation (USDOT) with their publishing of 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits the performance of safety-sensitive functions when testing results in a positive finding. The USDOT has also published 49 CFR Part 40, as amended, which sets forth the standards for the collection of urine and breath specimens, and for its testing.

Any provisions set forth in this policy that are included under the sole authority of the City of Watertown and are not provided for under the authority of the above named federal regulations are underlined. Tests conducted under the sole authority of the City of Watertown will be performed on non-USDOT forms and will be kept separate from USDOT testing in all respects.

II. Applicability

This Controlled Substance and Alcohol Testing Policy applies to all safety-sensitive employees, under FMCSA authority, when performing safety-sensitive functions, as enumerated in their job description.

A safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Further examples of safety sensitive functions can be found in the Definitions section of 49 CFR Part 382.

III. Prohibited Substances

A. Prohibited substances addressed by this policy include the following:

1. Illegally Used Controlled Substance or Drugs: Under the Drug-Free Workplace Act of 1988, any drug or controlled substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15, is prohibited at all times in the workplace, unless a legal prescription has been written for said substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), phencyclidine (PCP), cocaine, and any drug or substance that is not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, the misuse of legally prescribed drugs, and the use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which can cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy.

FMCSA drug testing regulations (49 CFR Part 382) require that all employees covered under FMCSA authority be tested for marijuana, cocaine, amphetamines (including methamphetamines and ecstasy), opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), and phencyclidine as described in Section XV of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested anytime they are on duty.

2. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries with it a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be immediately reported to a direct supervisor. As well, the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
3. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, or candy) or any other substances in which alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee, under 49 CFR Part 382, just before, during, or just after the performance of safety-sensitive job functions.

IV. Prohibited Conduct

- A. All covered employees are prohibited from reporting for duty or remaining on duty any time that there is a quantifiable presence of a prohibited drug in their body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- B. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions, or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty.
- C. The City of Watertown shall not permit any covered employee to perform or continue to perform safety-sensitive job functions if any supervisor has actual knowledge that the employee is using alcohol.
- D. Each covered employee is prohibited from reporting to work or remaining on duty that requires the performance of safety-sensitive functions while having a breath alcohol concentration of 0.02 or greater, regardless of when the alcohol was consumed.
- E. No covered employee shall consume alcohol for eight (8) hours following their involvement in an accident, or until he/she submits to a post-accident drug/alcohol test, whichever occurs first.
- F. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- G. The City of Watertown, under its own authority, also prohibits the consumption of alcohol at all times while the employee is on duty, or anytime the employee is in uniform.
- H. Consistent with the Drug-Free Workplace Act of 1988, all City of Watertown employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace..

V. Drug Statute Conviction

Consistent with the Drug-Free Workplace Act of 1988, all employees are required to notify the City of Watertown of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section XV of this policy. The City of Watertown further requires that any drug or alcohol related arrest or conviction be reported to the employee's direct supervisor within forty-eight (48) hours.

VI. Testing Requirements

- A. Analytical urine drug testing and breath testing for alcohol will be conducted as required under 49 CFR Part 40, as amended. All employees covered under FMCSA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random, as defined in Sections IX, X, XI, and XII of this policy, and upon return to duty and follow up.
- B. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random breath alcohol test can be performed just before, during, or just after the performance of a safety-sensitive job function.
- C. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with the City of Watertown. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section XV of this policy.

VII. Drug Testing Procedures

- A. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- B. The drugs that will be tested for include: marijuana, cocaine, opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using photo identification, a urine specimen will be collected using the split specimen collection method as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a USDOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites, as identified by the GS/MS test, are above the minimum thresholds established in 49 CFR Part 40, as amended.
- C. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine

whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive, or refusal to test, and be reported to the City of Watertown Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

- D. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- E. Any covered employee who questions the result of a required drug test under paragraph X through XIV of this policy may request that the split specimen be tested. The split specimen test must be conducted at a second HHS-certified laboratory that has no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split specimen that was provided by the employee at the same time as the primary specimen. The method of collecting, storing, and testing the split specimen will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split specimen test must be made to the MRO within seventy-two (72) hours of notice of the original specimen verified test result. Requests made after the seventy-two (72) hour window will only be accepted at the discretion of the MRO, and only if the delay was due to documented facts that were beyond the control of the employee. The City of Watertown will ensure that the costs for the split specimen test are covered in order for a timely analysis of the specimen. Reimbursement for said costs may be sought from employee.
- F. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is unable to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be cancelled. If the split specimen is not available to analyze, the MRO will direct the City of Watertown to retest the employee under direct observation.
- G. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split specimen will be discarded. If the primary specimen is verified positive, the split specimen will be retained for testing, if so requested by the employee through the MRO. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

H. Observed collections

1. Consistent with 49 CFR Part 40, as amended, collection under direct observation, by a person of the same gender, with no advance notice will occur if:
 - a. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the City of Watertown that there was not an adequate medical explanation for said result;
 - b. The MRO reports to the City of Watertown that the original positive, substituted, or adulterated test result had to be cancelled because the test of the split specimen could not be performed;
 - c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL, and the MRO reported the specimen to the City of Watertown as negative-dilute and that a second collection must take place under direct observation (see 49 CFR Part 40.197 (b)(1));
 - d. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - e. The temperature of the original specimen was out of range;
 - f. Anytime the employee is directed to provide another specimen because the original specimen appears to have been tampered with;
 - g. All follow-up tests; or
 - h. All return-to-duty tests.
2. If an observed collection is required, as explained above, it will follow the procedures as written in 49 CFR Part 40.67 (i), as amended:

As the observer, you must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show you, by turning around, that they do not have a prosthetic device. After you have determined that the employee does not have such a device, you may permit the employee to return clothing to its proper position for observed urination.

VIII. Alcohol Testing Procedures

- A. Tests for breath alcohol concentration (BAC) will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-EBT device which is also approved by the NHTSA. If the initial test indicates a BAC of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen (15) minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures, and the validity of the test result.
- B. An employee who has a confirmed BAC of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section XV of this policy. Even though an employee who has a confirmed BAC of 0.02 to 0.039 is not considered positive, the employee shall be removed from duty for at least eight hours and will be subject to consequences as described in Section XV of this policy. A BAC of less than 0.02 will be considered a negative test.
- C. The City of Watertown affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures, or the validity of the test results, is compromised, the test will be cancelled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- D. The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FMCSA employees requiring testing. Failure of an employee to sign page 2 of the ATF will be considered a refusal to submit to testing.

IX. Pre-Employment Testing

- A. All applicants for covered positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - 1. All offers of employment for covered positions shall be extended upon the condition that the applicant passes a drug test. An applicant will not be allowed to perform any safety-sensitive functions unless the applicant takes a drug test with verified negative results.

2. An employee shall not be placed, transferred, or promoted into a position covered under FMCSA authority until the employee submits a drug test with a verified negative result.
3. If an applicant fails a pre-employment drug test, the conditional offer of employment will be rescinded and the applicant will be referred to a Substance Abuse Professional (SAP). Before being considered for future employment, the applicant must provide the City of Watertown proof of having successfully completed a referral, evaluation, and treatment plan as described in Section 655.62 of subpart G, as amended. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
4. When an employee being placed, transferred, or promoted from a non-covered position to one that is covered under FMCSA authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section XV herein.
5. If a pre-employment test is cancelled, the City of Watertown will require the applicant to take and pass another pre-employment drug test.
6. In instances where a FMCSA covered employee is on extended leave for a period of 30 consecutive days or more, regardless of reason, and is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 382, as amended, and have a negative test result prior to returning to duty that requires performing safety-sensitive job functions.
7. Following a negative dilute result, the employee will be required to undergo another drug test. Should this second test result in a negative dilute result, the test will be considered a negative result and no additional testing will be required unless directed to do so by the MRO.
8. Applicants are required, even if not eventually hired, to provide the City of Watertown with signed written releases requesting drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the past two (2) years. Failure to do so will result in the employment offer being rescinded. The City of Watertown is required to ask all applicants, even if ultimately not hired, if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the past two (2) years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the City of Watertown proof of having successfully completed a referral, evaluation, and treatment plan as described in section 382.605 of subpart F, as amended.

X. Reasonable Suspicion Testing

- A. All City of Watertown covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the City of Watertown has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulated observations of the employee's appearance, behavior, speech, or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained, and documented, to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion drug test can be performed any time the covered employee is on duty. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. Reasonable suspicion alcohol testing will be conducted no more than two hours after the reasonable suspicion determination has been made, and in any event, within eight hours. However, in the event the testing is not performed within this two hour period, a report will be prepared indicating the reason for not promptly administering the test. In the event the test is not administered within eight hours, the City of Watertown will cease attempts to administer the test and prepare another report indicating the reason for not administering the test.

If a trained supervisor requires a covered employee to undergo a reasonable suspicion alcohol and/or drug test, the employee will be escorted to the collection site by the employee's Department Head or designee.

XI. Post-Accident Testing

- A. All covered employees will be required to undergo urine and breath testing if they are involved in an accident that results in a fatality.
- B. In addition, a post-accident alcohol test will be conducted if an accident results in bodily injuries requiring immediate transportation to a medical treatment facility or disabling damage to any motor vehicle requiring it to be towed away and the operator of the vehicle receives a moving traffic violation within 8 hours of the accident. A post-accident drug test will be conducted if an accident results in bodily injuries requiring immediate transportation to a medical treatment facility or disabling damage to any motor vehicle requiring it to be towed away and the operator of the vehicle receives a moving traffic violation within 32 hours of the accident.
1. As soon as is practicably possible following an accident, as defined in this policy, the supervisor investigating the accident will notify the employee operating the commercial vehicle for the need for the test. The supervisor will

make the determination using the best information available at the time of the decision.

2. The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicably possible, but no longer than eight (8) hours after the accident, for alcohol testing, and no longer than thirty-two (32) hours, for drug testing. If an alcohol test is not performed within two hours of the accident, the supervisor will document the reason(s) for said delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within thirty-two (32) hours, attempts to conduct the test must cease and the reason(s) for the failure to test documented.
3. Any covered employees involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
4. An employee who is subject to post-accident testing who fails to remain readily available for said testing, including notifying a supervisor or his/her location if he/she leaves the scene of the accident prior to submission to said test, may be deemed to have refused to submit to testing.
5. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
6. In the rare event that the City of Watertown is unable to perform an FMCSA drug and alcohol test (i.e., the employee is unconscious, employee is detained by a law enforcement agency), the City of Watertown may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FMCSA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with state and local law.
7. While FMCSA policy will take precedence, any accidents that do not fall under said authority will be tested, for drugs/drug metabolites, alcohol, or both, under the authority of the City of Watertown.

XII. Random Testing

- A. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made using a scientifically valid method of randomly generating an employee identifier from an appropriate pool of safety-sensitive employees.

- B. The dates for administering unannounced test of randomly selected covered employees shall be spread reasonably throughout the calendar year, day of the week, and hours of the day.
- C. The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates established by federal regulations for those safety-sensitive employees subject to random testing by federal regulations. The current random testing rate for drugs by the FMCSA equals twenty-five (25) percent of the number of covered employees in the pool and the random testing rate for alcohol established by the FMCSA equals ten (10) percent of the number of covered employees in the pool.
- D. Each covered employee shall be in the pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool, and be subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection process.
- E. Random tests can be conducted at any time during an employee's shift, for drug testing. Alcohol random tests can be performed just before, during, and just after the performance of a safety-sensitive duty. Alcohol testing can be conducted at any time during an employee's shift.
- F. Employees are required to proceed, in a timely fashion, to the collection site upon notification of their random selection.

XIII. Return-to-Duty Testing

Independent of the requirements of the Omnibus Transportation Act of 1991 and the regulations promulgated there under, an employee who has been found to have violated the prohibited conduct under the City of Watertown Controlled Substances and Alcohol Testing Policy will be subject to appropriate disciplinary actions up to and including termination of employment in accordance to the disciplinary procedures prescribed in New York State Civil Service Laws for policy violations. If it is determined that an employee who has engaged in prohibited conduct will be allowed to return to duty requiring the performance of a safety-sensitive function, such employee must complete the return-to-duty process prior to the performance of any safety-sensitive job functions.

All covered employees who have tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below a BAC of 0.02), or both, and be evaluated and released by the SAP before returning to work.

For the initial positive drug test, a return-to-duty drug test is required, and an alcohol test is allowed. For the initial positive alcohol test, a return-to-duty alcohol test is required, and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will

recommend a return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

XIV. Follow-up Testing

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one (1) to five (5) years, with a minimum of six (6) tests to be performed the first year. The frequency and duration of the follow-up tests, beyond the aforementioned minimums, will be determined by the SAP, reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion, and return-to-duty testing regimen.

XV. Result of Drug/Alcohol Testing: Consequences and Disciplinary Action for Positive Drug/Alcohol Test Results:

Independent of the requirements of the Omnibus Transportation Act of 1991 and the regulations promulgated there under, an employee who has been found to have violated the prohibited conduct under the City of Watertown Controlled Substances and Alcohol Testing Policy will be subject to appropriate disciplinary actions up to and including termination of employment in accordance with the disciplinary procedures set forth in an applicable collective bargaining agreement and/or New York State Civil Service Law. Such disciplinary action is separate and apart from the consequences required under the federal regulations

Following a negative dilute result, the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered negative and no additional testing will be required, unless directed to do so by the MRO.

A. Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a SAP for assessment.

1. First Positive Drug or Alcohol Test

An employee who receives either a first verified positive drug test result or a first alcohol concentration test greater than or equal to 0.04 shall be removed from his/her safety-sensitive position, required to leave the work-site/City premises, informed of educational and rehabilitation programs available, referred to a SAP for assessment, and shall be suspended for thirty (30) calendar days without pay and may be subject to additional discipline in accordance with the provisions of

any applicable collective bargaining agreement and/or Section 75 of the NYS Civil Service law.

Second Positive Drug or Alcohol Test

An employee who received either a second verified positive drug test result or a second alcohol concentration test result greater than or equal to 0.04 shall be required to leave the work-site and shall be terminated from employment, subject to the provisions of any applicable collective bargaining agreement and/or Section 75 of the NYS Civil Service law.

3. Alcohol Concentration Greater than or Equal to 0.02 but Less than 0.04

An employee with an alcohol concentration test result greater than or equal to 0.02, but less than 0.039, shall not be permitted to drive a City owned motor vehicle or perform any other safety-sensitive functions for the City of Watertown until the next scheduled work period, providing that twenty-four hours have elapsed. The employee shall be required to leave the work-site and shall be suspended without pay for twenty-four (24) hours. The employee must wait until the start of the shift following the twenty-four hour suspension before being allowed to return to work. All time leading up to that point shall be unpaid. Any employee who has a second alcohol concentration test result greater than or equal to 0.02, but less than 0.039, shall be subject to further disciplinary action, up to and including termination of employment.

An employee may not refuse to submit to a post-accident alcohol or controlled substance test, a random alcohol or controlled substance test. A refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination. An employee who refuses to submit to an alcohol or controlled substance test shall be required to leave the work-site and shall be subject to further disciplinary actions, up to and including termination of employment.

A test refusal includes all of the following:

1. Fails to appear for any test, excluding pre-employment, in a timely manner, as determined by the City of Watertown, after being directed to do so;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to attempt to provide urine or breath specimen for any drug or alcohol test required by 49 CFR Part 40, as amended, or USDOT agency regulations;
4. In the case of a directly observed collection in a drug test, fails to permit the observation of the given specimen;

5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
 6. Fails or declines to take a second test the City of Watertown or the collector has directed them to take;
 7. Fails to undergo a medical examination or evaluation, as directed by the MRO, as part of the verification process, or as directed by the DER as part of the “shy bladder”/paruresis, or “shy lung” procedures;
 8. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when directed to do so by the collector, behaves in a confrontational way that disrupts the collection process);
 9. If the MRO reports that there is a verified adulterated or substituted test result;
 10. Failure or refusal to sign Step 2 of the alcohol testing form;
 11. Failure to follow the observer’s instructions during an observed collection, including: instructions to raise your clothing above the waist, lowering clothing and underwear, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
 12. Possess or wears a prosthetic or other device that could be used to interfere with the collection process;
 13. Admits to the collector or MRO that they adulterated or substituted the specimen.
- B. In the instance of self-referral, the employee will be referred, by their direct supervisor or Department Head, to the nearest Employee Assistance Program (EAP) for further help and/or assistance.
- C. Covered employees must report any controlled substance and/or alcohol related convictions to their direct supervisor immediately. Any failure to do so may lead to disciplinary action up to and including termination of employment.
- D. Further Violations: An employee shall be subject to further discipline, up to and including termination, upon failure to adhere to the SAP’s recommended treatment plan and/or upon failure to return to work after a suspension.

XVI. Referral, Evaluation and Treatment

An employee who has engaged in prohibited conduct will be advised of the resources available in evaluating and resolving problems associated with the misuse of alcohol

and use of controlled substances, including the names, addresses and telephone numbers of the City 's EAP, SAPs and other counseling and treatment facilities contracted by to the City of Watertown addressing these needs.

If it is determined that an employee who has engaged in prohibited conduct will be allowed to return to duty requiring the performance of a safety-sensitive function, such employee will:

- A. Be evaluated by a SAP who will determine what assistance, if any, the employee needs in resolving problems associated with the alcohol misuse and controlled substances use. The SAP must, at a minimum, recommend education when an employee tests positive. Education recommendations can include, but are not limited to, bona fide drug and alcohol education courses, self-help groups, and community lectures.
- B. Undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result of the conduct involved a controlled substance, or produce such satisfactory test results for both alcohol and controlled substances, as the discretion of the SAP;
- C. Be subject to a follow-up evaluation with the SAP prior to performing safety-sensitive functions to determine if the covered employee has successfully complied with the SAP's initial assessment and evaluation recommendations;
- D. Be subject to unannounced follow-up alcohol and controlled substances tests administered by the City of Watertown following the employee's return to duty. The number and frequency of such follow-up testing will be as directed by the SAP and consist of at least six tests in the first twelve months following the return to duty. The City of Watertown may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the SAP determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary. Follow-up testing shall not exceed sixty months from the date of the return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines that such testing is no longer necessary.
- E. Participate in continuing education and/or treatment, in addition to follow-up substance testing, if recommended by the SAP to assist the covered employee in maintaining sobriety or abstinence from drug use.

XVII. Grievance and Appeal

The consequences, as specified by 49 CFR Part 40.149 (c), as amended, for a positive test or test refusal are not subject to arbitration.

XVIII. Proper Application of the Policy

The City of Watertown is dedicated to assuring the fair and equitable application of this controlled substance and alcohol testing policy. Ergo, supervisors and/or

Department Heads are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor and/or Department Head who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action.

XIX. Information Disclosure

- A. Drug/alcohol testing records shall be maintained by the City of Watertown DAPM and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- B. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records, such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- C. Records of a verified positive drug/alcohol test result shall be released to the DAPM, and other transit system management personnel, on a need to know basis.
- D. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- E. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- F. Records will be released to the National Transportation Safety Board during an accident investigation.
- G. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive job functions, in which a court of competent jurisdiction determines that the drug/alcohol test information is relevant to the case and issues an order to the employer to release the information. The City of Watertown will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- H. Records will be released to the USDOT or any USDOT agency with regulatory authority over the City of Watertown or any of its employees.
- I. Records will be released if requested by a federal, state, or local safety agency with regulatory authority over the City of Watertown or the employee.

- J. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of 49 CFR Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.

XX. Recordkeeping and Reporting Procedures

- A. Drug and alcohol test records will be kept in a secure location with controlled access. As well, they will be kept separate from employee personnel records to further assure and protect confidentiality.
- B. Five year recordkeeping requirements include:
 1. Positive test results, to include alcohol test forms with results greater than or equal to 0.02. As well, the chain of custody forms from each drug/alcohol test;
 2. Any and all documentation related to test refusals;
 3. Any and all documentation related to employee disputes with test results;
 4. Any and all documentation related to employee referrals to SAP;
 5. Any and all documentation related to the inspection, maintenance, and calibration of EBTs;
 6. Any and all documentation related to return-to-duty and follow-up drug/alcohol testing;
 7. All MIS reports.
- C. Three year recordkeeping requirements include:
 1. Previous employer drug and alcohol test records;
 2. Good faith effort documentation.
- D. Two year recordkeeping requirements:
 1. Collection process records:
 - a. Collection log books, if used;
 - b. Documentation related to the random selection process;
 - c. Documentation related to reasonable suspicion;
 - d. Documentation related to post-accident testing;
 - e. MRO documentation related to cases of verified existence of a medical explanation for insufficient volume;
 2. Education and training:
 - a. Documentation of drug use awareness training;
 - b. Policy and explanation of regulatory requirements;
 - c. Statement on alcohol misuse awareness;
 - d. Documentation of supervisory training;
 - e. Names of employees that attended training, along with times/dates, and agendas of said trainings;
 - f. Certification that training complies with requirements.

- E. One year recordkeeping requirements:
 - 1. Documentation of negative test results;
 - a. Alcohol test results less than 0.02;
 - b. Alcohol test forms with results;
 - c. Employer's copy of the USDOT Custody and Control Form;
 - d. Cancelled drug test results.
- F. MIS Reports
 - 1. Submitted on/or by March 15th for the previous year drug/alcohol testing activity, when requested by FMCSA.

XXI. Definitions

Accident: An occurrence associated with the operation of a commercial vehicle, if as a result:

- e. An individual dies;
- f. In addition, a post-accident alcohol test will be conducted if an accident results in bodily injuries requiring immediate transportation to a medical treatment facility or disabling damage to any motor vehicle requiring it to be towed away and the operator of the vehicle receives a moving traffic violation within 8 hours of the accident. A post-accident drug test will be conducted if an accident results in bodily injuries requiring immediate transportation to a medical treatment facility or disabling damage to any motor vehicle requiring it to be towed away and the operator of the vehicle receives a moving traffic violation within 32 hours of the accident.
- g. For purposes of this definition, "disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage, even if no spare is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that make them inoperable.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen, or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation, or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Aliquot: A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

Cancelled Test: A drug test that has been declared invalid by a Medical Review Officer. A cancelled test is neither a positive or negative result.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee (Under FMCSAA Authority): An employee who performs a safety-sensitive job function, including an applicant or transferee who is being considered for hire into a safety-sensitive job field.

Designated Employer Representative: An employee authorized by the City of Watertown to take immediate action to remove employees from safety-sensitive duties and to make required decisions on testing. The DER also receives test results and other communications for the City of Watertown, consistent with the requirements of 49 CFR Parts 40 and 382, as amended.

Dilute specimen: An urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage, even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that make them inoperable.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the NHTSA conforming products list.

Initial Drug Test: The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by the HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by USDOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but, for quantitative assays, the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician, medical doctor or doctor of osteopathy, responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites, but has a specific gravity value lower than expected for human urine.

Negative Result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug/drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive job function): A covered employee is considered to be performing a safety-sensitive job function, and includes any period in which

he/she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal or greater than the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), amphetamines (including methamphetamines and ecstasy), or phencyclidine at levels above minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen, when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-certified laboratory, when no tests are performed on a specimen because of a fatal flaw or a correctible flaw that has not been corrected.

Revenue Service Vehicle: All transit vehicles that are used for passenger transportation service.

Safety-sensitive job functions: Employee duties identified as: all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Further examples of safety sensitive functions can be found in the Definitions section of 49 CFR Part 382.

Split Specimen Collection: A collection process in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician, medical doctor or doctor of osteopathy, or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or addiction counselor, certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse, with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substitute specimen: A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test, if the employee:

1. Fails to appear for any test, excluding pre-employment, within a reasonable time, as determined by the City of Watertown, after being directed to do so by the City of Watertown;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to attempt to provide urine or breath specimen for any drug or alcohol test required by 49 CFR Part 40, as amended, or USDOT agency regulations;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed you to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder”/*paruresis* or “shy lung” procedures;
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
9. If the MRO reports that there is verified adulterated or substituted test result;
10. Failure or refusal to sign Step 2 of the alcohol testing form;
11. Failure to follow the observer’s instructions during an observed collection, including instructions to raise your clothing above the waist, lower clothing and underwear, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
13. Admit to the collector or MRO that you adulterated or substituted the specimen.

United States Department of Transportation (USDOT): Department of the federal government which includes the Federal Transit Administration, the Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers’ Safety Administration, and the Office of the Secretary of Transportation.

Verified Negative Test: A drug test result reviewed by the MRO and determined to have no evidence of prohibited drugs/drug metabolites above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by the MRO and determined to have evidence of prohibited drugs/drug metabolites above the minimum cutoff levels specified in 49 CFR Part 40, as amended.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under USDOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to urine, if the urine was diluted, or if the specimen was substituted.

XXII. Education and Training

- A. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations, including 49 CFR Parts 40 and 382, as respectively amended. In addition, all covered employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- B. All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use. As well, they will receive sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

XXIII. Federal Compliance

This policy shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provisions of this policy are found to be contrary to law by the Supreme Court of the United States (SCOTUS), or by any other court of competent jurisdiction from whose judgment or decree no appeals have been taken within the time provided for doing so, said policy shall be modified to the extent necessary to conform thereto. In such cases, all other provisions of said policy shall remain in effect.

RESOLUTION

Page 1 of 1

Adopting Revised FTA City of Watertown Controlled Substance and Alcohol Testing Policy

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr. Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the recipient of Urbanized Area Formula Funding, 5307 funds, and

WHEREAS Federal regulations mandate that the City of Watertown adopt a Controlled Substance and Alcohol Testing Policy, and

WHEREAS recent changes to the FTA regulations require that the current policy be revised,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the revised FTA City of Watertown Controlled Substance and Alcohol Testing Policy, a copy of which is attached and made part of this resolution, effective immediately.

Seconded by

City of Watertown

Controlled Substance and Alcohol Testing Policy
For FTA Regulated Employees
Adopted May 7, 2018

I. Purpose

The City of Watertown provides public transit services for the residents of the City of Watertown, and as such, part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of both the employees and the general public. In keeping with said mission, the City of Watertown declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances, or the misuse of alcohol, is expressly prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. The intention of this policy is to fully comply with all applicable federal regulations governing workplace anti-drug and alcohol programs within the transit industry. Specifically, the rules and regulations put forth by the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT) with their publishing of 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits the performance of safety-sensitive functions when testing results in a positive finding. The USDOT has also published 49 CFR Part 40, as amended, which sets forth the standards for the collection of urine and breath specimens, and for its testing.

Any provisions set forth in this policy that are included under the sole authority of the City of Watertown and are not provided for under the authority of the above named federal regulations are underlined. Tests conducted under the sole authority of the City of Watertown will be performed on non-USDOT forms and will be kept separate from USDOT testing in all respects.

II. Applicability

This Controlled Substance and Alcohol Testing Policy applies to all safety-sensitive employees, under FTA authority, when performing safety-sensitive functions, as enumerated in their job description.

A safety-sensitive function is any function necessary in the operation of a mass transit service, including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons

controlling the movement of revenue service vehicles, and other transit employees who are required to hold a Commercial Drivers License (CDL). The aforementioned maintenance functions include the repair, overhaul, and rebuilding of engines, vehicles and/or equipment used in revenue service. Supervisors are only deemed safety-sensitive if they perform one of the above functions. Volunteers are considered to be safety-sensitive, and therefore subject to testing, if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

III. Prohibited Substances

A. Prohibited substances addressed by this policy include the following:

1. Illegally Used Controlled Substance or Drugs: Under the Drug-Free Workplace Act of 1988, any drug or controlled substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15, is prohibited at all times in the workplace, unless a legal prescription has been written for said substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), phencyclidine (PCP), cocaine, and any drug or substance that is not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, the misuse of legally prescribed drugs, and the use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which can cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy.

FTA drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamines and ecstasy), opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), and phencyclidine as described in Section XV of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested anytime they are on duty.

2. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries with it a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be immediately reported to a direct supervisor. As well, the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
3. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, or candy) or any other substances in which alcohol is

present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee, under 49 CFR Part 655, just before, during, or just after the performance of safety-sensitive job functions.

IV. Prohibited Conduct

- A. All covered employees are prohibited from reporting for duty or remaining on duty any time that there is a quantifiable presence of a prohibited drug in their body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- B. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions, or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty.
- C. The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive job functions if any supervisor has actual knowledge that the employee is using alcohol.
- D. Each covered employee is prohibited from reporting to work or remaining on duty that requires the performance of safety-sensitive functions while having a breath alcohol concentration of 0.02 or greater, regardless of when the alcohol was consumed.
- E. No covered employee shall consume alcohol for eight (8) hours following their involvement in an accident, or until he/she submits to a post-accident drug/alcohol test, whichever occurs first.
- F. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- G. The City of Watertown, under its own authority, also prohibits the consumption of alcohol at all times while the employee is on duty, or anytime the employee is in uniform.
- H. Consistent with the Drug-Free Workplace Act of 1988, all City of Watertown employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace, including transit system premises and transit vehicles.

V. Drug Statute Conviction

Consistent with the Drug-Free Workplace Act of 1988, all employees are required to notify the City of Watertown of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction. Failure to

comply with this provision shall result in disciplinary action as defined in Section XV of this policy. The City of Watertown further requires that any drug or alcohol related arrest or conviction be reported to the employee's direct supervisor within forty-eight (48) hours.

VI. Testing Requirements

- A. Analytical urine drug testing and breath testing for alcohol will be conducted as required under 49 CFR Part 40, as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random, as defined in Sections IX, X, XI, and XII of this policy, and upon return to duty and follow up.
- B. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random breath alcohol test can be performed just before, during, or just after the performance of a safety-sensitive job function.
- C. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with the City of Watertown. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section XV of this policy.

VII. Drug Testing Procedures

- A. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- B. The drugs that will be tested for include: marijuana, cocaine, opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using photo identification, a urine specimen will be collected using the split specimen collection method as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a USDOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts of the drug(s)

and/or its metabolites, as identified by the GS/MS test, are above the minimum thresholds established in 49 CFR Part 40, as amended.

- C. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive, or refusal to test, and be reported to the City of Watertown Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.
- D. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- E. Any covered employee who questions the result of a required drug test under paragraph X through XIV of this policy may request that the split specimen be tested. The split specimen test must be conducted at a second HHS-certified laboratory that has no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split specimen that was provided by the employee at the same time as the primary specimen. The method of collecting, storing, and testing the split specimen will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split specimen test must be made to the MRO within seventy-two (72) hours of notice of the original specimen verified test result. Requests made after the seventy-two (72) hour window will only be accepted at the discretion of the MRO, and only if the delay was due to documented facts that were beyond the control of the employee. The City of Watertown will ensure that the costs for the split specimen test are covered in order for a timely analysis of the specimen. Reimbursement for said costs may be sought from employee.
- F. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is unable to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be cancelled. If the split specimen is not available to analyze, the MRO will direct the City of Watertown to retest the employee under direct observation.

G. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split specimen will be discarded. If the primary specimen is verified positive, the split specimen will be retained for testing, if so requested by the employee through the MRO. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

H. Observed collections

1. Consistent with 49 CFR Part 40, as amended, collection under direct observation, by a person of the same gender, with no advance notice will occur if:

- a. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the City of Watertown that there was not an adequate medical explanation for said result;
- b. The MRO reports to the City of Watertown that the original positive, substituted, or adulterated test result had to be cancelled because the test of the split specimen could not be performed;
- c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL, and the MRO reported the specimen to the City of Watertown as negative-dilute and that a second collection must take place under direct observation (see 49 CFR Part 40.197 (b)(1));
- d. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- e. The temperature of the original specimen was out of range;
- f. Anytime the employee is directed to provide another specimen because the original specimen appears to have been tampered with;
- g. All follow-up tests; or
- h. All return-to-duty tests.

2. If an observed collection is required, as explained above, it will follow the procedures as written in 49 CFR Part 40.67 (i), as amended:

As the observer, you must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing

and underpants to show you, by turning around, that they do not have a prosthetic device. After you have determined that the employee does not have such a device, you may permit the employee to return clothing to its proper position for observed urination.

VIII. Alcohol Testing Procedures

- A. Tests for breath alcohol concentration (BAC) will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-EBT device which is also approved by the NHTSA. If the initial test indicates a BAC of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen (15) minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures, and the validity of the test result.
- B. An employee who has a confirmed BAC of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section XV of this policy. Even though an employee who has a confirmed BAC of 0.02 to 0.039 is not considered positive, the employee shall be removed from duty for at least eight hours and will be subject to consequences as described in Section XV of this policy. A BAC of less than 0.02 will be considered a negative test.
- C. The City of Watertown affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures, or the validity of the test results, is compromised, the test will be cancelled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- D. The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA employees requiring testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

IX. Pre-Employment Testing

- A. All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
1. All offers of employment for covered positions shall be extended upon the condition that the applicant passes a drug test. An applicant will not be allowed to perform any safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 2. An employee shall not be placed, transferred, or promoted into a position covered under FTA authority until the employee submits a drug test with a verified negative result.
 3. If an applicant fails a pre-employment drug test, the conditional offer of employment will be rescinded and the applicant will be referred to a Substance Abuse Professional (SAP). Before being considered for future employment, the applicant must provide the City of Watertown proof of having successfully completed a referral, evaluation, and treatment plan as described in Section 655.62 of subpart G, as amended. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 4. When an employee being placed, transferred, or promoted from a non-covered position to one that is covered under FTA authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section XV herein.
 5. If a pre-employment test is cancelled, the City of Watertown will require the applicant to take and pass another pre-employment drug test.
 6. In instances where a FTA covered employee is on extended leave for a period of 90 consecutive days or more, regardless of reason, and is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655, as amended, and have a negative test result prior to returning to duty that requires performing safety-sensitive job functions.
 7. Following a negative dilute result, the employee will be required to undergo another drug test. Should this second test result in a negative dilute result, the test will be considered a negative result and no additional testing will be required unless directed to do so by the MRO.
 8. Applicants are required, even if not eventually hired, to provide the City of Watertown with signed written releases requesting FTA drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the past two (2) years. Failure to do so will result in the employment offer being rescinded. The City of Watertown is required to ask all applicants, even if ultimately not hired, if they have tested positive or

refused to test on a pre-employment test for a USDOT covered employer within the past two (2) years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the City of Watertown proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G, as amended.

X. Reasonable Suspicion Testing

- A. All City of Watertown covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the City of Watertown has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulated observations of the employee's appearance, behavior, speech, or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained, and documented, to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion drug test can be performed any time the covered employee is on duty. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. Reasonable suspicion alcohol testing will be conducted no more than two hours after the reasonable suspicion determination has been made, and in any event, within eight hours. However, in the event the testing is not performed within this two hour period, a report will be prepared indicating the reason for not promptly administering the test. In the event the test is not administered within eight hours, the City of Watertown will cease attempts to administer the test and prepare another report indicating the reason for not administering the test.

If a trained supervisor requires a covered employee to undergo a reasonable suspicion alcohol and/or drug test, the employee will be escorted to the collection site by the employee's Department Head or designee.

XI. Post-Accident Testing

- A. All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service vehicle, regardless of whether or not the vehicle is in revenue service, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.
- B. In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more

vehicles incurs disabling damage, as defined in Section XX, unless the operator's performance can be completely discounted as a contributing factor to the accident.

1. As soon as is practicably possible following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle, and all other covered employees whose performance could have contributed to the accident for the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
2. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicably possible, but no longer than eight (8) hours after the accident, for alcohol testing, and no longer than thirty-two (32) hours, for drug testing. If an alcohol test is not performed within two hours of the accident, the transit supervisor will document the reason(s) for said delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within thirty-two (32) hours, attempts to conduct the test must cease and the reason(s) for the failure to test documented.
3. Any covered employees involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
4. An employee who is subject to post-accident testing who fails to remain readily available for said testing, including notifying a supervisor or his/her location if he/she leaves the scene of the accident prior to submission to said test, may be deemed to have refused to submit to testing.
5. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
6. In the rare event that the City of Watertown is unable to perform an FTA drug and alcohol test (i.e., the employee is unconscious, employee is detained by a law enforcement agency), the City of Watertown may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with state and local law.
7. While FTA policy will take precedence, any accidents that do not fall under said authority will be tested, for drugs/drug metabolites, alcohol, or both, under the authority of the City of Watertown.

XII. Random Testing

- A. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made using a scientifically valid method of randomly generating an employee identifier from an appropriate pool of safety-sensitive employees.
- B. The dates for administering unannounced test of randomly selected covered employees shall be spread reasonably throughout the calendar year, day of the week, and hours of the day.
- C. The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates established by federal regulations for those safety-sensitive employees subject to random testing by federal regulations. The current random testing rate for drugs by the FTA equals twenty-five (25) percent of the number of covered employees in the pool and the random testing rate for alcohol established by the FTA equals ten (10) percent of the number of covered employees in the pool.
- D. Each covered employee shall be in the pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool, and be subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection process.
- E. Random tests can be conducted at any time during an employee's shift, for drug testing. Alcohol random tests can be performed just before, during, and just after the performance of a safety-sensitive duty. Alcohol testing can be conducted at any time during an employee's shift.
- F. Employees are required to proceed, in a timely fashion, to the collection site upon notification of their random selection.

XIII. Return-to-Duty Testing

Independent of the requirements of the Omnibus Transportation Act of 1991 and the regulations promulgated there under, an employee who has been found to have violated the prohibited conduct under the City of Watertown Controlled Substances and Alcohol Testing Policy will be subject to appropriate disciplinary actions up to and including termination of employment in accordance to the disciplinary procedures prescribed in New York State Civil Service Laws for policy violations. If it is determined that an employee who has engaged in prohibited conduct will be allowed to return to duty requiring the performance of a safety-sensitive function, such employee must complete the return-to-duty process prior to the performance of any safety-sensitive job functions.

All covered employees who have tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below a BAC of 0.02), or both, and be evaluated and released by the SAP before returning to work.

For the initial positive drug test, a return-to-duty drug test is required, and an alcohol test is allowed. For the initial positive alcohol test, a return-to-duty alcohol test is required, and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend a return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

XIV. Follow-up Testing

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one (1) to five (5) years, with a minimum of six (6) tests to be performed the first year. The frequency and duration of the follow-up tests, beyond the aforementioned minimums, will be determined by the SAP, reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion, and return-to-duty testing regimen.

XV. Result of Drug/Alcohol Testing: Consequences and Disciplinary Action for Positive Drug/Alcohol Test Results:

Independent of the requirements of the Omnibus Transportation Act of 1991 and the regulations promulgated there under, an employee who has been found to have violated the prohibited conduct under the City of Watertown Controlled Substances and Alcohol Testing Policy will be subject to appropriate disciplinary actions up to and including termination of employment in accordance with the disciplinary procedures set forth in an applicable collective bargaining agreement and/or New York State Civil Service Law. Such disciplinary action is separate and apart from the consequences required under the federal regulations

Following a negative dilute result, the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered negative and no additional testing will be required, unless directed to do so by the MRO.

- A. Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a SAP for assessment.

1. First Positive Drug or Alcohol Test

An employee who receives either a first verified positive drug test result or a first alcohol concentration test greater than or equal to 0.04 shall be removed from his/her safety-sensitive position, required to leave the work-site/City premises, informed of educational and rehabilitation programs available, referred to a SAP for assessment, and shall be suspended for thirty (30) calendar days without pay and may be subject to additional discipline in accordance with the provisions of any applicable collective bargaining agreement and/or Section 75 of the NYS Civil Service law.

Second Positive Drug or Alcohol Test

An employee who received either a second verified positive drug test result or a second alcohol concentration test result greater than or equal to 0.04 shall be required to leave the work-site and shall be terminated from employment, subject to the provisions of any applicable collective bargaining agreement and/or Section 75 of the NYS Civil Service law.

3. Alcohol Concentration Greater than or Equal to 0.02 but Less than 0.04

An employee with an alcohol concentration test result greater than or equal to 0.02, but less than 0.039, shall not be permitted to drive a City owned motor vehicle or perform any other safety-sensitive functions for the City of Watertown until the next scheduled work period, providing that twenty-four hours have elapsed. The employee shall be required to leave the work-site and shall be suspended without pay for twenty-four (24) hours. The employee must wait until the start of the shift following the twenty-four hour suspension before being allowed to return to work. All time leading up to that point shall be unpaid. Any employee who has a second alcohol concentration test result greater than or equal to 0.02, but less than 0.039, shall be subject to further disciplinary action, up to and including termination of employment.

An employee may not refuse to submit to a post-accident alcohol or controlled substance test, a random alcohol or controlled substance test. A refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination. An employee who refuses to submit to an alcohol or controlled substance test shall be required to leave the work-site and shall be subject to further disciplinary actions, up to and including termination of employment.

A test refusal includes all of the following:

1. Fails to appear for any test, excluding pre-employment, in a timely manner, as determined by the City of Watertown, after being directed to do so;
2. Fails to remain at the testing site until the testing process is complete;

3. Fails to attempt to provide urine or breath specimen for any drug or alcohol test required by 49 CFR Part 40, as amended, or USDOT agency regulations;
 4. In the case of a directly observed collection in a drug test, fails to permit the observation of the given specimen;
 5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
 6. Fails or declines to take a second test the City of Watertown or the collector has directed them to take;
 7. Fails to undergo a medical examination or evaluation, as directed by the MRO, as part of the verification process, or as directed by the DER as part of the “shy bladder”/paruresis, or “shy lung” procedures;
 8. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when directed to do so by the collector, behaves in a confrontational way that disrupts the collection process);
 9. If the MRO reports that there is a verified adulterated or substituted test result;
 10. Failure or refusal to sign Step 2 of the alcohol testing form;
 11. Failure to follow the observer’s instructions during an observed collection, including: instructions to raise your clothing above the waist, lowering clothing and underwear, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
 12. Possess or wears a prosthetic or other device that could be used to interfere with the collection process;
 13. Admits to the collector or MRO that they adulterated or substituted the specimen.
- B. In the instance of self-referral, the employee will be referred, by their direct supervisor or Department Head, to the nearest Employee Assistance Program (EAP) for further help and/or assistance.
- C. Covered employees must report any controlled substance and/or alcohol related convictions to their direct supervisor immediately. Any failure to do so may lead to disciplinary action up to and including termination of employment.

- D. Further Violations: An employee shall be subject to further discipline, up to and including termination, upon failure to adhere to the SAP's recommended treatment plan and/or upon failure to return to work after a suspension.

XVI. Referral, Evaluation and Treatment

An employee who has engaged in prohibited conduct will be advised of the resources available in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses and telephone numbers of the City's EAP, SAPs and other counseling and treatment facilities contracted by the City of Watertown addressing these needs.

If it is determined that an employee who has engaged in prohibited conduct will be allowed to return to duty requiring the performance of a safety-sensitive function, such employee will:

- A. Be evaluated by a SAP who will determine what assistance, if any, the employee needs in resolving problems associated with the alcohol misuse and controlled substances use. The SAP must, at a minimum, recommend education when an employee tests positive. Education recommendations can include, but are not limited to, bona fide drug and alcohol education courses, self-help groups, and community lectures.
- B. Undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result of the conduct involved a controlled substance, or produce such satisfactory test results for both alcohol and controlled substances, as the discretion of the SAP;
- C. Be subject to a follow-up evaluation with the SAP prior to performing safety-sensitive functions to determine if the covered employee has successfully complied with the SAP's initial assessment and evaluation recommendations;
- D. Be subject to unannounced follow-up alcohol and controlled substances tests administered by the City of Watertown following the employee's return to duty. The number and frequency of such follow-up testing will be as directed by the SAP and consist of at least six tests in the first twelve months following the return to duty. The City of Watertown may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the SAP determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary. Follow-up testing shall not exceed sixty months from the date of the return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines that such testing is no longer necessary.
- E. Participate in continuing education and/or treatment, in addition to follow-up substance testing, if recommended by the SAP to assist the covered employee in maintaining sobriety or abstinence from drug use.

XVII. Grievance and Appeal

The consequences, as specified by 49 CFR Part 40.149 (c), as amended, for a positive test or test refusal are not subject to arbitration.

XVIII. Proper Application of the Policy

The City of Watertown is dedicated to assuring the fair and equitable application of this controlled substance and alcohol testing policy. Ergo, supervisors and/or Department Heads are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor and/or Department Head who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action.

XIX. Information Disclosure

- A. Drug/alcohol testing records shall be maintained by the City of Watertown DAPM and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- B. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records, such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- C. Records of a verified positive drug/alcohol test result shall be released to the DAPM, and other transit system management personnel, on a need to know basis.
- D. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- E. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- F. Records will be released to the National Transportation Safety Board during an accident investigation.
- G. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive job functions, in which a court of competent jurisdiction determines that the drug/alcohol test information is relevant to the case and issues an order to the employer to release the information. The City of Watertown will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

- H. Records will be released to the USDOT or any USDOT agency with regulatory authority over the City of Watertown or any of its employees.
- I. Records will be released if requested by a federal, state, or local safety agency with regulatory authority over the City of Watertown or the employee.
- J. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of 49 CFR Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.

XX. Recordkeeping and Reporting Procedures

- A. Drug and alcohol test records will be kept in a secure location with controlled access. As well, they will be kept separate from employee personnel records to further assure and protect confidentiality.
- B. Five year recordkeeping requirements include:
 - 1. Positive test results, to include alcohol test forms with results greater than or equal to 0.02. As well, the chain of custody forms from each drug/alcohol test;
 - 2. Any and all documentation related to test refusals;
 - 3. Any and all documentation related to employee disputes with test results;
 - 4. Any and all documentation related to employee referrals to SAP;
 - 5. Any and all documentation related to the inspection, maintenance, and calibration of EBTs;
 - 6. Any and all documentation related to return-to-duty and follow-up drug/alcohol testing;
 - 7. All MIS reports.
- C. Three year recordkeeping requirements include:
 - 1. Previous employer drug and alcohol test records;
 - 2. Good faith effort documentation.
- D. Two year recordkeeping requirements:
 - 1. Collection process records:
 - a. Collection log books, if used;
 - b. Documentation related to the random selection process;
 - c. Documentation related to reasonable suspicion;
 - d. Documentation related to post-accident testing;
 - e. MRO documentation related to cases of verified existence of a medical explanation for insufficient volume;
 - 2. Education and training:
 - a. Documentation of drug use awareness training;
 - b. Policy and explanation of regulatory requirements;

- c. Statement on alcohol misuse awareness;
- d. Documentation of supervisory training;
- e. Names of employees that attended training, along with times/dates, and agendas of said trainings;
- f. Certification that training complies with requirements.

E. One year recordkeeping requirements:

- 1. Documentation of negative test results;
 - a. Alcohol test results less than 0.02;
 - b. Alcohol test forms with results;
 - c. Employer's copy of the USDOT Custody and Control Form;
 - d. Cancelled drug test results.

F. MIS Reports

- 1. Submitted on/or by March 15th for the previous year drug/alcohol testing activity, when requested by FTA.

XXI. Definitions

Accident: An occurrence associated with the operation of a revenue service vehicle, even when not in revenue service, if as a result:

- e. An individual dies;
- f. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or
- g. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene of the accident by a tow truck or other vehicle. For purposes of this definition, "disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage, even if no spare is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that make them inoperable.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen, or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation, or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Aliquot: A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

Cancelled Test: A drug test that has been declared invalid by a Medical Review Officer. A cancelled test is neither a positive or negative result.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee (Under FTA Authority): An employee who performs a safety-sensitive job function, including an applicant or transferee who is being considered for hire into a safety-sensitive job field.

Designated Employer Representative: An employee authorized by the City of Watertown to take immediate action to remove employees from safety-sensitive duties and to make required decisions on testing. The DER also receives test results and other communications for the City of Watertown, consistent with the requirements of 49 CFR Parts 40 and 655, as amended.

Dilute specimen: An urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage, even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that make them inoperable.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the NHTSA conforming products list.

Initial Drug Test: The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by the HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by USDOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but, for quantitative assays, the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician, medical doctor or doctor of osteopathy, responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites, but has a specific gravity value lower than expected for human urine.

Negative Result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug/drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive job function): A covered employee is considered to be performing a safety-sensitive job function, and includes any period in which

he/she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal or greater than the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates (including heroin), opioids (including hydrocodone, oxycodone, hydromorphone, and oxymorphone), amphetamines (including methamphetamines and ecstasy), or phencyclidine at levels above minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen, when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-certified laboratory, when no tests are performed on a specimen because of a fatal flaw or a correctible flaw that has not been corrected.

Revenue Service Vehicle: All transit vehicles that are used for passenger transportation service.

Safety-sensitive job functions: Employee duties identified as:

1. The operation of a transit revenue service vehicle, even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee, when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle, and
5. Carrying a firearm for security purposes.

Split Specimen Collection: A collection process in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician, medical doctor or doctor of osteopathy, or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or addiction counselor, certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse, with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substitute specimen: A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test, if the employee:

1. Fails to appear for any test, excluding pre-employment, within a reasonable time, as determined by the City of Watertown, after being directed to do so by the City of Watertown;
2. Fails to remain at the testing site until the testing process is complete;
3. Fails to attempt to provide urine or breath specimen for any drug or alcohol test required by 49 CFR Part 40, as amended, or USDOT agency regulations;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed you to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder”/*paruresis* or “shy lung” procedures;
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
9. If the MRO reports that there is verified adulterated or substituted test result;
10. Failure or refusal to sign Step 2 of the alcohol testing form;
11. Failure to follow the observer’s instructions during an observed collection, including instructions to raise your clothing above the waist, lower clothing and underwear, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
13. Admit to the collector or MRO that you adulterated or substituted the specimen.

United States Department of Transportation (USDOT): Department of the federal government which includes the Federal Transit Administration, the Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers’ Safety Administration, and the Office of the Secretary of Transportation.

Verified Negative Test: A drug test result reviewed by the MRO and determined to have no evidence of prohibited drugs/drug metabolites above the minimum

cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by the MRO and determined to have evidence of prohibited drugs/drug metabolites above the minimum cutoff levels specified in 49 CFR Part 40, as amended.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under USDOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to urine, if the urine was diluted, or if the specimen was substituted.

XXII. Education and Training

- A. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations, including 49 CFR Parts 40 and 655, as respectively amended. In addition, all covered employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- B. All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use. As well, they will receive sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

XXIII. Federal Compliance

This policy shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provisions of this policy are found to be contrary to law by the Supreme Court of the United States (SCOTUS), or by any other court of competent jurisdiction from whose judgment or decree no appeals have been taken within the time provided for doing so, said policy shall be modified to the extent necessary to conform thereto. In such cases, all other provisions of said policy shall remain in effect.

Res No. 21

May 2, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Amendment to Administrative Services Agreement for Self-Insured workers' Compensation and 207-a and 207-c Program, POMCO Inc.

The City signed a three-year agreement with POMCO for the administrative services for our Workers' Compensation and 207-a and 207-c Program. This contract included renewals for two additional one-year periods.

As stated in the attached report of HR Manager Matthew Roy, he is recommending that we sign one of these one-year extensions at this time.

A resolution has been prepared for City Council consideration authorizing this extension.

RESOLUTION

Page 1 of 2

Approving Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program, POMCO Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALZCYK, Mark C.

Mayor BUTLER, Jr. Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is a municipal government which operates facilities in and around said City, and

WHEREAS City employees, Police and Fire personnel work in these facilities in and around the City, and

WHEREAS the City of Watertown requires claims administration services for the City's Workers' Compensation claims arising at our facilities, and

WHEREAS the City of Watertown also requires claims administration services for the City's General Municipal Law 207-a and 207-c claims arising at our facilities, and

WHEREAS the City Council approved a three-year contract on July 20, 2015 with POMCO Group for Workers' Compensation and General Municipal Law Section 207-a and 207-c Claims Administration Services in the amount of \$56,500, \$57,500, and \$58,500, and

WHEREAS the City of Watertown wishes to extend this contract for an additional one-year period at the same rate,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program with POMCO Inc., 2425 James Street, Syracuse, New York, in the amount of \$58,500 annually, a copy of which is attached and made a part of this resolution, and

RESOLUTION

Page 2 of 2

Approving Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program, POMCO Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALZCYK, Mark C.

Mayor BUTLER, Jr. Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the contract on behalf of the City.

Seconded by



**City of Watertown
ADMINISTRATIVE SERVICES AGREEMENT
SELF-INSURED WORKERS' COMPENSATION PROGRAM
AMENDMENT**

This is an Amendment to the City of Watertown, Inc. agreement entered into with POMCO Inc. on August 1, 2015. This Amendment extends the terms of the Agreement for a period of 1 year at a flat fee of \$58,500.00 for claims administration. The Agreement and all Amendments will extend the contract through August 1, 2019.

POMCO Inc. and CITY OF WATERTOWN, INC. acknowledge and agree to the terms set forth in the underlying Amendment.

City of Watertown
245 Washington Street
Suite 205 City Hall
Watertown, NY 13601

POMCO INC.
2425 James Street
Syracuse, New York 13206

By: _____
Name: _____
Title: _____
Date: _____

By: POMCO, Inc. _____
Name: _____
Title: _____
Date: _____



1869

CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

SHARON ADDISON
CITY MANAGER

To: Sharon Addison
City Manager

From: Matthew Roy
HR Manager

Re: Workers' Comp/207-a/207-c extension

Date: April 30, 2018

In August of 2015 the City signed a 3 year agreement with POMCO for administrative services for our Workers' Compensation/207-a/207-c Plan. That contract was awarded for 3 years with the ability to renew for 2 additional 1 year periods following a full RFP. POMCO has been the City's provider of this service for the past 8 years. For the following reasons, I am recommending that we sign one of these one year extensions of the contract:

- Administrative fees for the 2018/2019 fiscal year will remain the same as the 2017/2018 fiscal year-\$58,500
- We have been satisfied with their level of service over the past 3 years
- We plan to issue a full RFP for this service next year
- The additional year will allow me additional time to gauge the impact of the POMCO to UMR transition.

Please prepare an agenda item for the May 7, 2018 City Council meeting for approval of the attached one year extension.

Ord No. 1

May 1, 2018

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance – Replacement of Grit Removal Equipment at the Wastewater Treatment Plant

Included in the Fiscal Year 2017-18 Capital Budget was a project to replace the grit removal equipment at the Wastewater Treatment Plant at an estimated cost of \$750,000. A bond ordinance in that amount was approved by City Council on December 18, 2017. Earlier in tonight's agenda City Council was presented with the bid for this project. If it was approved, City Council must also consider amending the bond ordinance to cover the projected cost.

Henderson Brothers	\$750,000
S&L Electric	57,600
Bonding and Contingency	<u>17,400</u>
Total	<u>\$ 825,000</u>

ORDINANCE

An Ordinance Amending the Ordinance Dated December 18, 2017, Authorizing the Issuance of \$750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Grit Removal Equipment at the City's Wastewater Treatment Plant, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$825,000

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
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, on May 7, 2018, 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 Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

BOND ORDINANCE DATED MAY 7, 2018.

WHEREAS, by ordinance dated December 18, 2017, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$750,000 bonds of said City to pay the cost of the replacement of grit removal equipment at the City's Wastewater Treatment Plant, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, a specific object or purpose, at an estimated maximum cost of \$750,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

An Ordinance Amending the Ordinance Dated December 18, 2017, Authorizing the Issuance of \$750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Grit Removal Equipment at the City's Wastewater Treatment Plant, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$825,000

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark. C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Page 2 of 5

WHEREAS, the Council now wishes increase the estimated maximum cost of the aforesaid specific object or purpose from \$750,000 to \$825,000, an increase of \$75,000 over that previously authorized, and to authorize the issuance of bonds sufficient to pay said estimated maximum cost; NOW, THEREFORE,

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

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted December 18, 2017, authorizing the issuance of \$750,000 bonds to pay the cost of the replacement of grit removal equipment at the City's Wastewater Treatment Plant, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, a specific object or purpose , at an estimated maximum cost of \$750,000, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$825,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE TO PAY COST OF THE REPLACEMENT OF GRIT REMOVAL EQUIPMENT AT THE CITY'S WASTEWATER TREATMENT PLANT, IN AND FOR SAID CITY.”

....

“Section 1. For the specific object or purpose of paying the cost of the replacement of grit removal equipment at the City's Waste water Treatment Plant, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$825,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$825,000 and that the plan for the financing thereof is by the issuance of the \$825,000 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 specific object or purpose, which monies are hereby appropriated therefor.

ORDINANCE

An Ordinance Amending the Ordinance Dated December 18, 2017, Authorizing the Issuance of \$750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Grit Removal Equipment at the City's Wastewater Treatment Plant, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$825,000

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark. C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Page 3 of 5

Section B. 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
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This ordinance is effective immediately.

Unanimous consent moved by Council Member _____, seconded by Council Member _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

ORDINANCE

An Ordinance Amending the Ordinance Dated December 18, 2017, Authorizing the Issuance of \$750,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Replacement of Grit Removal Equipment at the City's Wastewater Treatment Plant, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$825,000

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Page 5 of 5

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 Noticed	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 May _____, 2018.

City Clerk
(CORPORATE SEAL)

Seconded by

Proposed Local Law No. 2 of 2018

April 20, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Property Tax Cap Override Legislation

As the Proposed Fiscal Year 2018-19 property tax levy increase exceeds the allowable tax levy increase pursuant to General Municipal Law §3-c (the Property Tax Cap), a local law to override the limit would need to be approved prior to adoption of the FY 2017-18 General Fund budget.

Staff is recommending a public hearing be set for Monday, May 21st at 7:30 p.m. to hear public comments.

LOCAL LAW

Page 1 of 2

A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

Table with 2 columns: YEA, NAY. It is an empty grid for recording votes.

Introduced by

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council.

WHEREAS a public hearing on this was held on May 21, 2018, at 7:30 p.m. in the City Council Chambers;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, NEW YORK AS FOLLOWS:

Tax Levy Limit Override: The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2018-2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

LOCAL LAW

Page 2 of 2

A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Effective Date: This local law shall take effect immediately upon filing with the Secretary of State.

Seconded by

Public Hearing – 7:30 p.m.

May 2, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving an Option Agreement Extension with the Watertown Local Development Corporation for the City Center Industrial Park

Attached is a resolution approving an extension of the Option Agreement with the Watertown Local Development Corporation for the City Center Industrial Park for seven years. Pursuant to Section 1411(d) of the New York Not-For-Profit Corporation Law, a public hearing on the extension has been scheduled for Monday, May 7, 2018, at 7:30 p.m.

The Watertown Local Development Corporation (WLDC) has had an Option Agreement with the City for the City Center Industrial Park since July 2003. The original agreement was for a seven year period. A seven year extension to the original agreement was approved in September 2010. The extension to the agreement has expired.

The Option Agreement has been a valuable tool for the WLDC in developing the Industrial Park over the years as the park has grown from having one business, Alteri's Bakery, to seven new businesses. These businesses have brought many jobs to the City and increased the tax base. The businesses include Roth Industries, Current Applications, and Renzi Foods, among others. The WLDC actively markets the property through a commercial real estate broker and makes business prospects aware of the availability of the property for development.

The City Council discussed the possibility of extending the agreement during the March work session. Another seven year extension to the Agreement has been prepared for City Council consideration. All other terms and conditions of the original agreement remain in place. A copy of the original agreement and the first extension is attached for review. After the public hearing, the City Council may vote on the attached resolution.

RESOLUTION

Page 1 of 1

Approving Option Agreement Extension With The Watertown Local Development Corporation for the City Center Industrial Park

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

Council Member Cody J. Horbacz

WHEREAS the City of Watertown is the owner of vacant land known as the City Center Industrial Park, and

WHEREAS the City of Watertown has no public purpose for said land, and

WHEREAS the City Council approved an Option Agreement with the Watertown Local Development Corporation for the City Center Industrial Park on July 7, 2003, and

WHEREAS the City Council approved an extension to the Option Agreement with the Watertown Local Development Corporation on September 20, 2010, and

WHEREAS the extension to the said Option Agreement has expired, and

WHEREAS the City Council desires to extend said Option Agreement, and

WHEREAS in accordance with Section 1411(d) of the New York Not-For-Profit Corporation Law, a public hearing was held on May 7, 2018, at 7:30 p.m.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Option Agreement Extension between the City of Watertown and the Watertown Local Development Corporation, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by Council Member Ryan J. Henry-Wilkinson

OPTION AGREEMENT EXTENSION

This Agreement made this _____ day of May, 2018 by and between the **CITY OF WATERTOWN, NEW YORK**, a New York State municipal corporation having its office at 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as “**City**”) and **WATERTOWN LOCAL DEVELOPMENT CORPORATION**, a New York State not-for-profit corporation, with an office and place of business at 82 Public Square, Watertown, New York 13601 (hereinafter referred to as “**WLDC**”).

WITNESSETH:

WHEREAS the City Council approved an Option Agreement with the WLDC on July 7, 2003, for property known as the City Center Industrial Park as described in said Option Agreement, and

WHEREAS the City Council approved an extension to the Option Agreement on September 20, 2010, and

WHEREAS after a public hearing, held pursuant to Section 1411 (d) of the New York Not-For-Profit Corporation Law was held on May 7, 2018,

NOW THEREFORE the City, in consideration of the sum of Ten and no/100 dollars (\$10.00), plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, duly paid by the WLDC, does hereby extend the term of the Option Agreement for seven (7) years from the date of the original expiration of the first extension of the Agreement. All other terms and conditions of the Option Agreement remain the same.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto, the day and year first above written.

CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison
City Manager

WATERTOWN LOCAL DEVELOPMENT CORPORATION

By: _____
Donald W. Rutherford
Executive Director

OPTION AGREEMENT

THIS OPTION AGREEMENT made this ___ day of July, 2003, by and between the **CITY OF WATERTOWN, NEW YORK**, a New York State municipal corporation having its offices at 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as "**City**") and **THE LOCAL DEVELOPMENT CORPORATION OF THE CITY OF WATERTOWN, NEW YORK**, a New York State not-for-profit corporation, with an office and place of business at 800 Starbuck avenue, Watertown, New York 13601 (hereinafter referred to as "**WLDC**").

WITNESSETH:

WHEREAS, the City is the owner of the Premises situate in the City and more particularly described in Schedule "A" attached (the "**Premises**"); and

WHEREAS, after a public hearing held pursuant to Section 1411 (d) of the New York Not-For-Profit Corporation Law held on June 23, 2003, a resolution was duly adopted by the City Council approving this Agreement on July 7, 2003.

NOW THEREFORE, the City, in consideration of the sum of Ten and no/100 Dollars (\$10.00), plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, duly paid by the WLDC, does hereby give and grant to the WLDC the exclusive right and option to purchase the Premises or any part thereof upon the terms and conditions as hereinafter contained (the "**Option**").

1. In the event that the WLDC elects to exercise the Option for any or all of the Premises, it shall deliver written notice to the City, at any time on or before seven (7) years from the date of this option, (the "**Option Period**"), either by certified mail, return receipt requested, or personal delivery at its address as set forth above, or at such other address which the City shall designate to the WLDC from time to time in writing. The notice given pursuant to this paragraph 1 shall designate that portion of the Premises the WLDC is purchasing from the City pursuant to this Option. If the WLDC fails to exercise this Option as herein provided during the Option Period then this Agreement and the rights and obligations created hereby shall terminate automatically at midnight on said date. It is the intent of the parties that during the Option Period the WLDC may elect to purchase portions of the Premises from time to time as it in its sole discretion deems advisable.
2. The total purchase price for each portion or all of the Premises as the case may be shall be the sum of One Hundred and no/100 (\$100.00) Dollars (the "**Purchase Price**") payable by cash, certified check or bank draft at Closing.
3. The City agrees to make available for WLDC's review, upon execution hereof, such deeds, abstracts, and other title information and such existing boundary surveys, topographic maps, soil reports and other pertinent data as the City may have obtained

ORIGINAL OPTION AGREEMENT
JULY 2003

from time to time, and which WLDC deems to be relevant to the purpose of the Agreement.

4. The City agrees that during the Option Period without the prior written approval of WLDC, which approval shall not be unreasonably withheld, it will not (a) grant any easements or other rights affecting the Premises to any person; (b) lease all or any portion of the Premises; (c) convey any interest in the Premises or grant any encumbrance upon the Premises.
5. Transfer of title to the Premises or any portion thereof from time to time (the "Closing") shall be no longer than sixty (60) days after the City receives notice of WLDC's election to exercise this Option at the office of the attorney for the WLDC, or any such other place or on such other day as shall be agreed upon by the parties hereto.
6. At Closing, the City shall convey good and marketable title to the Premises or any portion thereof by bargain and sale deed in proper statutory form for recording, which deed shall be duly executed and acknowledged so as to convey to the WLDC the fee simple title to the Premises or any portion thereof, free of all encumbrances, easements or liens of any kind except utility and railroad easements of record as of the date of this Agreement and the covenants and restrictions set forth in a certain Declaration of Covenants and Restrictions which Declaration shall be recorded in the Jefferson County Clerk's Office, a copy of which is attached as Schedule "B".
- 7A. The City has provided an Abstract of Title to the Premises, beginning with a Warranty Deed recorded at least forty years prior to the date of this Agreement, showing the City to be vested with good and marketable and insurable fee simple title to the Premises.
- 7B. Prior to any closing pursuant to this Agreement, the City shall deliver to the WLDC a redate of the Abstract, certified to a date which is less than thirty (30) days prior to the closing date. The City shall give and the WLDC shall accept such title as any title insurance company licensed to do business in New York State will approve and insure, with standard exceptions. In the event that City is unable to provide insurable title as set forth hereinabove, the WLDC shall have the option to accept title in its existing condition without abatement of the Purchase Price or rescinding this Agreement.
8. Each party will pay its own closing costs which are normally attributable to a transaction of this type.
9. The City shall provide WLDC with a current survey and legal description for the Premises prepared by a licensed New York State surveyor, and certified to the City and WLDC prior to November 1, 2003. The legal description provided will then be substituted as Schedule "A" by the parties as the description of the Premises.

10. Notwithstanding any exercise by the WLDC of its rights to purchase all or any portion of the Premises, it may, in its sole discretion, at any time prior to any Closing notify the City that it does not intend to purchase that part of the Premises described in its notice to the City pursuant to paragraph 1 of this Agreement. Its notice not to purchase will not terminate this Agreement and the WLDC will continue to have a right to purchase the Premises or any portion thereof pursuant to this Agreement including that part of the Premises.
11. WLDC agrees that, except for any part of the Premises upon which it has constructed a building, the proceeds of the sale by WLDC of any part of the Premises which is vacant land and for which it has exercised an option to purchase hereunder shall be utilized by the WLDC solely for the purpose of promoting interest in, improvements to, and use of the Premises as an industrial park including, but not limited to, roads and infrastructure, advertisement, signage, and maintenance of common areas, but shall specifically not include the construction, financing, or maintenance of speculative buildings on the Premises or WLDC activities which are not directly related to the Premises. Proceeds shall be considered the net proceeds, after closing costs. If the WLDC constructs a speculative building or buildings, however, WLDC shall not be obligated to separately establish a value for the land for purposes of allocating proceeds for promotion of the Premises. WLDC's obligation to utilize net proceeds as set forth in this paragraph shall continue for a period of ten (10) years from the date of this Option Agreement, at which time the proceeds shall become the property of WLDC. A failure to apply net proceeds as agreed in this paragraph shall entitle the City to seek recover of those amounts, but shall not constitute a breach entitling the City to seek the termination of this Option.
12. In the event either party brings an action to enforce its rights pursuant to this Agreement in a court of competent jurisdiction, the successful party shall be entitled to reimbursement by the other party of its reasonable attorneys fees and other reasonable expenses incurred in prosecuting or defending such action whichever the case may be.
13. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their successors and assigns and shall be construed in accordance with the laws of the State of New York. Any exercised option for all or a portion of the Premises may be assigned by the WLDC to any contract vendee prior to closing. It is the intent of this Agreement, however, to keep the WLDC as the sole optionee under this Agreement.
14. All notices required or permitted to be given hereunder shall be in writing and delivered personally to the addressee or, at the sender's election, sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the other party at such party's address shown at the beginning of this Agreement or to such other address as the other party shall have designated in the manner herein provided for the

giving of such notice. Such notice shall be deemed to have been given on the date personally delivered, or on the date deposited with the United States Postal Service, as the case may be, except a notice of change of address or revocation of a prior notice shall be effective only upon receipt by the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, the day and year first above written.

CITY OF WATERTOWN, NEW YORK

By: _____

THE LOCAL DEVELOPMENT CORPORATION
OF THE CITY OF WATERTOWN, NEW YORK

By: _____

Donald W. Rutherford
Executive Director

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

On the ___ day of _____, in the year 2003 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, in the year 2003 before me, the undersigned, a notary public in and for said state, personally appeared **DONALD W. RUTHERFORD** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

OPTION AGREEMENT EXTENSION

This Agreement made this _____ day of September 2010 by and between the **CITY OF WATERTOWN, NEW YORK**, a New York State municipal corporation having its offices at 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as “City”) and **WATERTOWN LOCAL DEVELOPMENT CORPORATION**, a New York State not-for-profit corporation, with an office and place of business at 82 Public Square, Watertown, New York 13601 (hereinafter referred to as “WLDC”).

WITNESSETH:

WHEREAS the City Council approved an Option Agreement with the WLDC on July 7, 2003, for property known as City Center Industrial Park as described in said Option Agreement, and

WHEREAS after a public hearing held pursuant to Section 1411(d) of the New York Not-For-Profit Corporation Law held on September 20, 2010,

NOW THEREFORE the City, in consideration of the sum of Ten and no/100 dollars (\$10.00), plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, duly paid by the WLDC, does hereby extend the term of the Option Agreement for seven (7) years from the date of the original expiration of the Agreement. All other terms and conditions of the Option Agreement remain the same.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto, the day and year first above written.

CITY OF WATERTOWN, NEW YORK

By: _____

Mary M. Corriveau
City Manager

WATERTOWN LOCAL DEVELOPMENT
CORPORATION

By: _____

Donald W. Rutherford
Executive Director

EXTENSION # 1 - SEPTEMBER 2010

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

On the _____ day of September in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared **MARY M. CORRIVEAU**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of September in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared **DONALD W. RUTHERFORD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

May 2, 2018

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Community Development Block Grant (CDBG) Program Year 2018
Annual Action Plan - Update

At the April 2, 2018, City Council meeting, Staff presented a report regarding the draft budget for the CDBG Program Year 2018 Annual Action Plan. At the time, the U.S. Department of Housing and Urban Development (HUD) had not announced the City's funding allocation for the upcoming year. The proposed budget that was presented was based on an assumption that the City would be allocated \$825,000 for the year.

On May 3, 2018, HUD released funding allocations for the CDBG Program for the upcoming year and notified the City that our grant will be \$910,226. This represents an increase of \$85,226 over what was originally estimated and \$90,721 more than last year's grant amount. The narrative portion of our draft Annual Action Plan has been finalized and now that we have been notified of our funding allocation for the year, the budget needs to be finalized to complete the draft. Once the draft plan is complete, Staff will publish a notice in the newspaper and make the draft available for public comment for a period of 30 days. After the comment period, Council will be asked to adopt a resolution approving the plan and authorizing the submission of it to HUD.

Since the funding allocation from HUD was considerably higher than we estimated, Staff wanted to present a revised budget for Council's concurrence. As was noted above, the narrative portion of the plan is complete and the list of proposed projects was developed in accordance with our Citizen Participation Plan. Our public outreach included an overview of the program and discussion on project priorities at the February 12, 2018 City Council Work Session, a public hearing on March 5, 2018, email correspondence to various partner agencies and a discussion on the proposed plan with Advantage Watertown on March 8, 2018.

As you will see in the table below, we have not added any new projects but instead are proposing to expand the scope of several projects as follows:

Academy Street Playground: Add \$20,000 to the proposed budget to allow for the purchase of a larger playground structure and additional site amenities like benches, trash cans, signage, etc.

Bus Shelter Project: Add \$20,226 to the proposed budget to fund the construction of an additional bus shelter and associated site work at the intersection of Gill Street and North Colorado Avenue.

Owner Occupied Rehab Program: Add \$25,000 to the proposed budget to fund the rehabilitation of one additional owner occupied house in the City.

Huntington Street Sidewalks: Add \$20,000 to the proposed budget to expand the scope of Phase 4 of the project to include additional sidewalk replacement on the north side of the street.

The proposed projects and finalized budgets for the 2018-2019 Annual Action Plan are as follows:

CDBG Program Year 2018-2019 Proposed Budget

Sources

Program Year 2018 Entitlement Grant	\$910,226.00
-------------------------------------	--------------

Total Funds Available for Allocation	\$910,226.00
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Proposed Uses

Owner-Occupied Rehab Program	\$250,000.00
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Rental Housing Rehabilitation Program	\$150,000.00
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Near East (Huntington St.) Sidewalk Project Phase 4	\$200,000.00
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Academy Street Playground Improvements	\$95,000.00
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Demolition of 549 Leray Street	\$40,000.00
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Bus Shelter Construction at 322 Franklin St. and at the Intersection of Gill St. and North Colorado Ave.	\$34,526.00
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Point-In-Time Outreach & Education Initiative	\$8,200.00
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Fair Housing Education	\$5,000.00
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WCSD Food 4 Families Program	\$5,500.00
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Planning – Comprehensive Plan	\$72,000.00
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Program Administration	\$50,000.00
------------------------	-------------

Total Funds Proposed for Allocation	\$910,226.00
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Now that HUD has released the City's funding allocation, Staff will finalize the draft of the Program Year 2018 Annual Action Plan and will make it available to the public for review for 30 days according to our Citizen Participation Plan. After the conclusion of the comment period, Staff will present a resolution to the City council that approves the plan and authorizes the submission of it to HUD.

April 20, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Public Hearings for 2018-19 Operating Budgets and 2018-19 through
2022-23 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 21, 2018

7:30 p.m. 2018-19 Operating Budgets

7:30 p.m. 2018-19 through 2022-23 Capital Budget

April 25, 2018

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Quarterly Financial Report

Attached for City Council review is the Financial Report for the quarter ended March 31, 2018.

**CITY OF WATERTOWN
FY 2017/18 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING MARCH 31, 2018**

GENERAL FUND SUMMARY

	2017-18			Prior	2016-17
General Fund Summary	Adopted Budget	YTD Actual	%	YTD Actual	Actual
Revenues	\$ 41,192,000	\$ 29,573,787	71.79%	\$ 28,308,611	\$ 40,845,417
Expenditures (1)	\$ 43,089,808	\$ 30,269,774	70.25%	\$ 28,363,499	\$ 40,180,817
Net Change in Fund Balance	\$ (1,897,808)	\$ (695,987)		\$ (54,888)	\$ 664,600

(1) Expenditure budget amount includes \$386,963 of encumbrances carried over from FY 2016/17. FY 2017/18 Adopted Budget appropriated \$1,510,845 of fund balance.

GENERAL FUND REVENUES

General fund revenues are up \$1,265,177 or 4.47% compared to last year due mostly to the sale of excess hydro-electricity (\$754,301), property taxes (\$349,585) and sales tax (\$240,517). The 10 largest general fund budgeted revenues account for over 92% of the total general fund revenues. A summary of general fund revenues is as follows:

GENERAL FUND REVENUES	2017-18			Prior Y-T-D	2016-17
	Adopted Budget	YTD Actual	Y-T-D % of Budget		Actual
State Admin. Sales & Use Tax	\$ 18,275,000	\$ 13,597,490	74.40%	\$ 13,356,973	\$ 17,816,807
Real Property Tax Items	\$ 9,111,644	\$ 9,103,764	99.91%	\$ 8,753,335	\$ 8,687,919
State Aid, Per Capita	\$ 4,703,208	\$ 83,452	1.77%	\$ 83,452	\$ 4,703,208
Sale of Surplus Power	\$ 3,820,000	\$ 3,430,395	89.80%	\$ 2,676,093	\$ 4,756,904
Refuse and Garbage Charges	\$ 878,000	\$ 720,662	82.08%	\$ 675,896	\$ 827,556
State Aid, Mortgage Tax	\$ 325,000	\$ 209,153	64.35%	\$ 144,929	\$ 263,961
Utilities Gross Income Tax	\$ 283,000	\$ 186,311	65.83%	\$ 197,735	\$ 274,504
Interfund Transfers	\$ 200,000	\$ 174,685	87.34%	\$ 138,349	\$ 259,058
State Mass Transportation Assistance	\$ 268,000	\$ 240,878	89.88%	\$ 239,195	\$ 279,926
Bus Fares	\$ 135,000	\$ 102,160	75.67%	\$ 98,410	\$ 131,183
Subtotal	\$ 37,998,852	\$ 27,848,949	73.29%	\$ 26,364,367	\$ 38,001,026
All Other General Fund Revenues	\$ 3,193,148	\$ 1,724,838	54.02%	\$ 1,944,243	\$ 2,844,391
Total	\$ 41,192,000	\$ 29,573,787	71.79%	\$ 28,308,611	\$ 40,845,417

Real Property Taxes: Gross property tax revenue for FY 17-18 is \$9,104,893 which represents an increase of \$349,585 or 4.00% over FY 16-17.

Interest and Penalties on Property Taxes: Revenue is down compared to last year by \$6,588 or 7.73%.

Sales Tax Revenue: The City's sales tax collections are up compared to last year by \$240,517 or 1.80%. Compared to the adopted budget revenue is down by \$102,984 or 0.75%.

Sale of Surplus Power: The City's sale of surplus power is up \$754,301 or 28.19% compared to last year. Compared to budget revenue is up \$987,129 or 40.40%.

Utilities Gross Income Tax Revenue: Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue is down compared to last year by \$11,424 or 5.78%.

Mortgage Tax Revenue: The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year is up \$64,224 or 44.31% compared to last year.

NYS Unrestricted Aid and AIM funding: The City's revenue from the NYS Aid and Incentives to Municipalities (AIM) program has remained at the same level since FY 2011-12 with the exception of the one-time spin-up of \$3,100,000 received in FY 2012/13 that was placed into a Capital Reserve Fund.

**CITY OF WATERTOWN
FY 2017/18 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING MARCH 31, 2018**

GENERAL FUND EXPENDITURES

The following 10 departments / categories represent over 83% of the General Fund budgeted expenditures. General fund expenditures increased by \$1,906,275 or 6.72% compared to last year mostly due to the increased cost of health insurance premiums (\$754,694).

GENERAL FUND EXPENDITURES	2017-18		Y-T-D % of Budget	Prior Y-T-D	2016-17	
	Adopted Budget	YTD Actual			Actual	
Fire	\$ 8,669,185	\$ 6,779,013	78.20%	\$ 6,574,227	\$ 9,546,189	
Police	\$ 8,651,600	\$ 6,413,361	74.13%	\$ 6,061,493	\$ 8,193,386	
Department of Public Works	\$ 5,420,052	\$ 3,812,930	70.35%	\$ 3,595,269	\$ 4,655,721	
Health Insurance-Retirees	\$ 4,214,012	\$ 3,213,691	76.26%	\$ 2,764,851	\$ 3,669,936	
Debt Service	\$ 3,034,444	\$ 1,836,193	60.51%	\$ 1,880,895	\$ 2,834,144	
Parks and Recreation	\$ 1,864,353	\$ 1,338,916	71.82%	\$ 1,340,814	\$ 1,945,241	
Library Transfer	\$ 1,399,839	\$ 921,428	65.82%	\$ 919,718	\$ 1,148,599	
Bus	\$ 1,136,170	\$ 669,272	58.91%	\$ 741,640	\$ 979,356	
Traffic Control & Lighting	\$ 859,248	\$ 598,187	69.62%	\$ 539,683	\$ 773,188	
Transfer to Capital Projects	\$ 683,500	\$ 469,379	68.67%	\$ -	\$ 883,484	
SUBTOTAL	\$ 35,932,404	\$ 26,052,370	72.50%	\$ 24,418,590	\$ 34,629,244	
All Other Departments/Transfers	\$ 7,157,404	\$ 4,217,404	58.92%	\$ 3,944,909	\$ 5,551,573	
TOTAL	\$ 43,089,808	\$ 30,269,774	70.25%	\$ 28,363,499	\$ 40,180,817	

GENERAL FUND - PERSONAL SERVICES

Personal service expenditures account for over 38% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent over 79% of the budgeted general fund personal service expenditures. Fire department overtime increased compared to last year by \$59,933 or 13.10%. Police department overtime increased by \$20,472 or 8.43%. It is important to keep in mind that the overall difference in personal services is minimal due to the Watertown Firefighters Association, Watertown Police Benevolent Association and Civil Service Employees Association members all being paid based on expired contracts as of March 31st.

Department	2017-18		Y-T-D % of Budget	Prior Y-T-D	2016-17	
	Adopted Budget	YTD Actual			Actual	
Fire	\$ 5,102,606	\$ 3,853,285	75.52%	\$ 3,820,757	\$ 5,353,346	
Police	\$ 5,107,478	\$ 3,637,218	71.21%	\$ 3,666,174	\$ 4,717,896	
DPW Snow Removal	\$ 495,247	\$ 511,149	103.21%	\$ 490,982	\$ 588,197	
Engineering	\$ 428,283	\$ 301,331	70.36%	\$ 279,117	\$ 419,158	
Municipal Executive	\$ 251,036	\$ 181,230	72.19%	\$ 181,613	\$ 406,724	
DPW Central Garage	\$ 377,571	\$ 249,646	66.12%	\$ 230,503	\$ 358,444	
Comptroller	\$ 345,645	\$ 246,554	71.33%	\$ 237,718	\$ 344,816	
DPW Refuse & Garbage	\$ 348,465	\$ 195,559	56.12%	\$ 206,935	\$ 270,835	
Bus	\$ 478,021	\$ 284,297	59.47%	\$ 266,698	\$ 292,204	
DPW Administration	\$ 256,507	\$ 185,494	72.32%	\$ 186,249	\$ 251,183	
SUBTOTAL	\$ 13,190,859	\$ 9,645,764	73.12%	\$ 9,566,745	\$ 13,002,803	
All Other Departments	\$ 3,357,756	\$ 2,305,394	68.66%	\$ 2,289,948	\$ 2,879,651	
TOTAL	\$ 16,548,615	\$ 11,951,158	72.22%	\$ 11,856,694	\$ 15,882,453	

**CITY OF WATERTOWN
FY 2017/18 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING MARCH 31, 2018**

WATER FUND

Revenues are down compared to last year by \$330,931 or 8.77% due primarily to the reduction in water provided to the Army via DANC. Revenues received from DANC are down \$209,754 compared to last year. Expenditures are up \$232,214 or 6.88% compared to last year mostly due to the increased health insurance premiums (\$74,278).

	2017-18				2016-17
Water Fund Summary	Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual
Revenues	\$ 5,483,000	\$ 3,441,359	62.76%	\$ 3,772,290	\$ 5,415,974
Expenditures (1)	\$ 5,512,299	\$ 3,605,686	65.41%	\$ 3,373,472	\$ 4,801,799
Net Change in Fund Balance	\$ (29,299)	\$ (164,327)		\$ 398,818	\$ 614,175

(1) Expenditure budget amount includes \$29,299 of encumbrances carried over from FY 2016/17. FY 2017/18 Adopted Budget appropriated \$-0- of fund balance.

SEWER FUND

Revenues increased compared to last year by \$286,610 or 6.63% mostly due to increased revenues from leachate and sludge haulers (\$201,169) and other governments such as DANC (\$200,165). Expenditures are down by \$93,892 or 2.43%.

	2017-18				2016-17
Sewer Fund Summary	Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual
Revenues	\$ 6,217,000	\$ 4,610,079	74.15%	\$ 4,323,469	\$ 6,154,084
Expenditures (1)	\$ 6,343,055	\$ 3,777,196	59.55%	\$ 3,871,088	\$ 6,464,182
Net Change in Fund Balance	\$ (126,055)	\$ 832,884		\$ 452,382	\$ (310,098)

(1) Expenditure budget amount includes \$13,084 of encumbrances carried over from FY 2016/17. FY 2017/18 Adopted Budget appropriated \$112,971 of fund balance.

LIBRARY FUND

Excluding the transfer from the General Fund, revenues increased compared to last year by \$6,205 or 15.71% mostly due to a transfer of \$9,298 of a serial bond premium received in Fiscal Year 2016-17. Otherwise fine revenues decreased \$4,645. Expenditures increased compared to last year by \$12,444 or 1.30%.

	2017-18				2016-17
Library Fund Summary	Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual
Revenues	\$ 1,474,444	\$ 967,127	65.59%	\$ 959,213	\$ 1,221,393
Expenditures	\$ 1,482,193	\$ 971,327	65.53%	\$ 958,883	\$ 1,260,247
Net Change in Fund Balance	\$ (7,749)	\$ (4,200)		\$ 330	\$ (38,854)

(1) Expenditure budget amount includes \$7,749 of encumbrances carried over from FY 2016/17. FY 2017/18 Adopted Budget appropriated \$-0- of fund balance.

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$921,428) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

SELF-INSURANCE FUND

Revenues increased compared to last year by \$914,954 or 13.53% due to the 18.38% increase in premiums. Expenditures increased by \$115,035 or 1.53% compared to last year although there are large clam cases currently working through the medical providers' billing system.

	2017-18				2016-17
Self-Insurance Fund Summary	Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual
Revenues	\$ 10,503,275	\$ 7,675,358	73.08%	\$ 6,760,404	\$ 9,458,867
Expenditures	\$ 10,503,275	\$ 7,630,492	72.65%	\$ 7,515,456	\$ 10,797,719
Net Change in Fund Balance	\$ -	\$ 44,866		\$ (755,052)	\$ (1,338,852)

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	2017-18	YTD Actual	Y-T-D % of Budget	Prior Y-T-D	2016-17	Current YTD vs. Prior YTD	
	Adopted Budget				Actual	Variance	%
General Fund Revenues							
Real Property Taxes	\$ 9,105,044	\$ 9,099,271	99.94%	\$ 8,749,686	\$ 8,749,686	\$ 349,585	4.00%
Special Assessments (sidewalks)	\$ 6,600	\$ 4,494	68.09%	\$ 3,649	\$ 4,265	\$ 845	23.16%
Real Property Tax Reserve	\$ -	\$ -	0.00%	\$ -	\$ (66,032)	\$ -	0.00%
Federal Payments in Lieu of Taxes	\$ 47,000	\$ 49,744	105.84%	\$ 45,600	\$ 45,600	\$ 4,144	9.09%
Other Payments in Lieu of Taxes	\$ 109,000	\$ 124,082	113.84%	\$ 165,791	\$ 116,499	\$ (41,709)	-25.16%
Interest/Penalties on Property Taxes	\$ 160,000	\$ 78,674	49.17%	\$ 85,261	\$ 169,140	\$ (6,588)	-7.73%
State Admin. Sales & Use Tax	\$ 18,275,000	\$ 13,597,490	74.40%	\$ 13,356,973	\$ 17,816,807	\$ 240,517	1.80%
Utilities Gross Income Tax	\$ 283,000	\$ 186,311	65.83%	\$ 197,735	\$ 274,504	\$ (11,424)	-5.78%
Franchises	\$ 367,000	\$ 213,947	58.30%	\$ 218,150	\$ 365,158	\$ (4,203)	-1.93%
Tax Sale Advertising	\$ 18,000	\$ 185	1.03%	\$ 725	\$ 18,505	\$ (540)	-74.48%
Comptroller's Fees	\$ 8,000	\$ 8,366	104.58%	\$ 7,051	\$ 9,587	\$ 1,315	18.66%
Assessor's Fees	\$ 500	\$ 177	35.40%	\$ 150	\$ 303	\$ 27	18.00%
Clerk Fees	\$ 118,000	\$ 92,648	78.51%	\$ 86,014	\$ 119,255	\$ 6,634	7.71%
Civil Service Fees	\$ 250	\$ 1,320	528.00%	\$ 4,158	\$ 4,158	\$ (2,838)	-68.25%
Police Fees	\$ 12,000	\$ 25,215	210.13%	\$ 1,071	\$ 1,766	\$ 24,144	2253.42%
Demolition Charges	\$ -	\$ 21,348	0.00%	\$ 24,342	\$ 35,833	\$ (2,995)	-12.30%
Public Works Fees	\$ 75,000	\$ 49,551	66.07%	\$ 41,351	\$ 66,979	\$ 8,200	19.83%
DPW Charges - Fuel	\$ 21,000	\$ 15,960	76.00%	\$ 12,396	\$ 18,357	\$ 3,564	28.75%
Bus Fares	\$ 135,000	\$ 102,160	75.67%	\$ 98,410	\$ 131,183	\$ 3,749	3.81%
Bus Advertising	\$ 15,000	\$ 11,715	78.10%	\$ 11,290	\$ 14,950	\$ 425	3.76%
Parks & Recreation Charges	\$ 40,890	\$ 31,945	78.12%	\$ 19,883	\$ 46,623	\$ 12,063	60.67%
Field Use Charges	\$ 47,116	\$ 40,213	85.35%	\$ 35,810	\$ 41,799	\$ 4,403	12.30%
Recreation Concessions	\$ 117,000	\$ 128,431	109.77%	\$ 117,610	\$ 128,197	\$ 10,821	9.20%
Stadium Charges	\$ 11,380	\$ 17,990	158.08%	\$ 15,013	\$ 13,330	\$ 2,977	19.83%
Arena Fees	\$ 50,000	\$ 18,308	36.62%	\$ 28,077	\$ 30,334	\$ (9,769)	-34.79%
Skating Rink Charges	\$ 258,300	\$ 227,406	88.04%	\$ 224,414	\$ 223,646	\$ 2,992	1.33%
Zoning Fees	\$ 5,000	\$ 2,850	57.00%	\$ 2,775	\$ 3,975	\$ 75	2.70%
Refuse and Garbage Charges	\$ 471,000	\$ 339,772	72.14%	\$ 324,828	\$ 443,015	\$ 14,944	4.60%
Toter Fees	\$ 407,000	\$ 380,890	93.58%	\$ 351,068	\$ 384,541	\$ 29,822	8.49%
Sale of Surplus Power	\$ 3,820,000	\$ 3,430,395	89.80%	\$ 2,676,093	\$ 4,756,904	\$ 754,301	28.19%
Taxes/Assessment Svcs. Other Govt.	\$ 5,185	\$ 5,185	100.00%	\$ 5,197	\$ 5,197	\$ (12)	-0.23%
Civil Service Charges-School District	\$ 26,000	\$ 24,055	92.52%	\$ 25,600	\$ 25,600	\$ (1,545)	-6.04%
Police Services	\$ 98,000	\$ 63,531	64.83%	\$ 58,661	\$ 101,744	\$ 4,870	8.30%
Transportation Services, Other Govts.	\$ 5,600	\$ -	0.00%	\$ -	\$ 5,600	\$ -	0.00%
Interest and Earnings	\$ 63,000	\$ 22,994	36.50%	\$ 9,709	\$ 12,886	\$ 13,285	136.84%
Rental of Real Property	\$ 78,675	\$ 71,241	90.55%	\$ 70,805	\$ 76,034	\$ 436	0.62%
Business and Occupational Licenses	\$ 7,650	\$ 2,835	37.06%	\$ 3,695	\$ 9,775	\$ (860)	-23.27%
Games of Chance Licenses	\$ 100	\$ 80	80.00%	\$ 164	\$ 60	\$ (84)	-51.20%
Bingo Licenses	\$ 2,500	\$ 1,770	70.82%	\$ 2,030	\$ 2,750	\$ (259)	-12.77%
Building & Alterations Permits	\$ 75,000	\$ 53,128	70.84%	\$ 76,530	\$ 92,393	\$ (23,402)	-30.58%
City Permits	\$ 7,000	\$ 6,070	86.71%	\$ 13,351	\$ 13,451	\$ (7,281)	-54.53%
Sanitary Sewer Permits	\$ 7,000	\$ 2,975	42.50%	\$ 4,575	\$ 4,675	\$ (1,600)	-34.97%
Storm Sewer Permits	\$ 1,000	\$ 1,400	140.00%	\$ 1,475	\$ 3,625	\$ (75)	-5.08%
Fines & Forfeited Bail	\$ 116,000	\$ 60,975	52.57%	\$ 75,926	\$ 117,388	\$ (14,950)	-19.69%
Scrap & Excess Materials Sale	\$ 15,000	\$ 4,171	27.80%	\$ 4,388	\$ 4,455	\$ (217)	-4.95%
Sale of Real Property	\$ 25,000	\$ 2,194	8.78%	\$ 52,303	\$ 52,633	\$ (50,109)	-95.81%
Sale of Equipment	\$ 15,000	\$ 28,167	187.78%	\$ 6,795	\$ 10,695	\$ 21,373	314.56%
Insurance Recoveries	\$ 20,000	\$ 16,175	80.88%	\$ 4,231	\$ 29,827	\$ 11,944	282.32%
Refund of Prior Year Expense	\$ 107,000	\$ 4,103	3.83%	\$ 2,296	\$ 2,323	\$ 1,807	78.73%
Gifts & Donations	\$ 5,500	\$ 3,150	57.27%	\$ 6,920	\$ 10,222	\$ (3,770)	-54.48%
Other Unclassified Revenues	\$ 1,000	\$ 704	70.35%	\$ 586	\$ 1,541	\$ 117	20.03%
Payment Processing Fees	\$ 7,000	\$ 7,543	107.76%	\$ 6,244	\$ 7,996	\$ 1,299	20.81%
Central Printing & Mailing	\$ 6,000	\$ 4,007	66.78%	\$ 4,054	\$ 5,209	\$ (47)	-1.16%
Central Garage	\$ 85,000	\$ 59,782	70.33%	\$ 56,726	\$ 75,946	\$ 3,056	5.39%
State Aid, Per Capita	\$ 4,703,208	\$ 83,452	1.77%	\$ 83,452	\$ 4,703,208	\$ -	0.00%
State Aid, Mortgage Tax	\$ 325,000	\$ 209,153	64.35%	\$ 144,929	\$ 263,961	\$ 64,224	44.31%
State Aid, Other	\$ 1,000	\$ -	0.00%	\$ 664	\$ 664	\$ (664)	-100.00%
State Reimbursement-Worker's Comp.	\$ 46,000	\$ 18,762	40.79%	\$ 25,601	\$ 42,275	\$ (6,839)	-26.71%
State Reimbursement-Court Security	\$ 34,000	\$ -	0.00%	\$ -	\$ 28,433	\$ -	0.00%
State Reimbursement-Court Postage	\$ 1,752	\$ 1,314	75.00%	\$ 1,314	\$ 1,752	\$ -	0.00%
State Reimbursement-CHIPS	\$ 162,000	\$ 92,172	56.90%	\$ 159,428	\$ 266,410	\$ (67,256)	-42.19%
State Mass Transportation Assistance	\$ 268,000	\$ 240,878	89.88%	\$ 239,195	\$ 279,926	\$ 1,683	0.70%

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	2017-18			Prior Y-T-D	2016-17		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual	Y-T-D % of Budget		Actual		Variance	%
State Aid-Bus Projects	\$ 6,200	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
State Aid, Other Home & Community Service	\$ 172,750	\$ -	0.00%	\$ 99,525	\$ 27,684	\$ (99,525)	\$ -	-100.00%
Federal Aid Police Block Grant	\$ 53,000	\$ 2,772	5.23%	\$ 12,700	\$ 323,351	\$ (9,928)	\$ -	-78.17%
Federal Aid Highway Safety	\$ 6,800	\$ 3,487	51.28%	\$ 5,820	\$ 7,803	\$ (2,333)	\$ -	-40.08%
Federal Transportation Assistance	\$ 450,000	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Interfund Transfers	\$ 200,000	\$ 174,685	87.34%	\$ 138,349	\$ 259,058	\$ 36,336	\$ -	26.26%
Total Revenue	\$ 41,192,000	\$ 29,573,787	71.79%	\$ 28,308,611	\$ 40,845,417	\$ 1,265,177	\$ -	4.47%
Appropriated Fund Balance	\$ 1,897,808	\$ 695,987	36.67%	\$ 54,888	\$ -	\$ 641,098	\$ -	1168.01%
Revenue and Fund Balance	\$ 43,089,808	\$ 30,269,774	70.25%	\$ 28,363,499	\$ 40,845,417	\$ 1,906,275	\$ -	6.72%

General Fund Expenditures

Legislative Board	\$ 78,319	\$ 59,759	76.30%	\$ 56,717	\$ 77,543	\$ 3,042	\$ -	5.36%
Mayor	\$ 29,543	\$ 24,912	84.33%	\$ 26,203	\$ 28,810	\$ (1,291)	\$ -	-4.93%
Municipal Executive	\$ 472,155	\$ 470,643	99.68%	\$ 297,229	\$ 386,549	\$ 173,414	\$ -	58.34%
Comptroller	\$ 580,392	\$ 441,631	76.09%	\$ 423,667	\$ 547,384	\$ 17,965	\$ -	4.24%
Purchasing	\$ 146,134	\$ 110,570	75.66%	\$ 106,506	\$ 142,146	\$ 4,065	\$ -	3.82%
Assessment	\$ 285,989	\$ 228,152	79.78%	\$ 208,821	\$ 288,436	\$ 19,331	\$ -	9.26%
Tax Advertising	\$ 20,000	\$ 7,618	38.09%	\$ 6,305	\$ 21,323	\$ 1,314	\$ -	20.84%
Property Acquired for Taxes	\$ 25,850	\$ 2,722	10.53%	\$ 5,417	\$ 9,977	\$ (2,695)	\$ -	-49.75%
Fiscal Agent Fees	\$ 800	\$ -	0.00%	\$ 800	\$ 800	\$ (800)	\$ -	-100.00%
Clerk	\$ 222,421	\$ 143,907	64.70%	\$ 159,737	\$ 210,780	\$ (15,830)	\$ -	-9.91%
Law	\$ 319,500	\$ 319,887	100.12%	\$ 301,421	\$ 490,999	\$ 18,466	\$ -	6.13%
Civil Service	\$ 66,263	\$ 44,782	67.58%	\$ 47,795	\$ 62,564	\$ (3,014)	\$ -	-6.31%
Engineering	\$ 723,957	\$ 492,208	67.99%	\$ 443,765	\$ 604,752	\$ 48,443	\$ -	10.92%
DPW Administration	\$ 520,800	\$ 363,174	69.73%	\$ 370,606	\$ 488,484	\$ (7,432)	\$ -	-2.01%
Buildings	\$ 215,956	\$ 124,000	57.42%	\$ 138,521	\$ 183,518	\$ (14,521)	\$ -	-10.48%
Central Garage	\$ 824,798	\$ 549,467	66.62%	\$ 519,704	\$ 681,326	\$ 29,763	\$ -	5.73%
Central Printing & Mailing	\$ 70,085	\$ 42,588	60.77%	\$ 42,054	\$ 57,688	\$ 533	\$ -	1.27%
Information Technology	\$ 519,731	\$ 336,898	64.82%	\$ 397,222	\$ 506,054	\$ (60,324)	\$ -	-15.19%
Judgements & Claims	\$ 5,000	\$ -	0.00%	\$ 2,802	\$ 2,802	\$ (2,802)	\$ -	-100.00%
Taxes on Property	\$ 21,250	\$ 21,125	99.41%	\$ 21,863	\$ 21,863	\$ (738)	\$ -	-3.38%
Contingency	\$ 1,064,972	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Police	\$ 8,651,600	\$ 6,413,361	74.13%	\$ 6,061,493	\$ 8,193,386	\$ 351,869	\$ -	5.80%
Fire	\$ 8,669,185	\$ 6,779,013	78.20%	\$ 6,574,227	\$ 9,546,189	\$ 204,786	\$ -	3.11%
Control of Animals	\$ 101,231	\$ -	0.00%	\$ -	\$ 103,057	\$ -	\$ -	0.00%
Safety Inspection	\$ 598,784	\$ 378,451	63.20%	\$ 395,298	\$ 488,133	\$ (16,847)	\$ -	-4.26%
DPW Municipal Maintenance	\$ 554,622	\$ 414,929	74.81%	\$ 305,435	\$ 444,847	\$ 109,495	\$ -	35.85%
DPW Road Maintenance	\$ 883,652	\$ 513,928	58.16%	\$ 531,369	\$ 725,254	\$ (17,440)	\$ -	-3.28%
DPW Snow Removal	\$ 1,262,097	\$ 1,149,492	91.08%	\$ 1,062,846	\$ 1,187,672	\$ 86,646	\$ -	8.15%
Hydro Electric Production	\$ 403,477	\$ 258,974	64.19%	\$ 228,974	\$ 349,882	\$ 30,000	\$ -	13.10%
Traffic Control & Lighting	\$ 859,248	\$ 598,187	69.62%	\$ 539,683	\$ 773,188	\$ 58,504	\$ -	10.84%
Bus	\$ 1,136,170	\$ 669,272	58.91%	\$ 741,640	\$ 979,356	\$ (72,368)	\$ -	-9.76%
Off Street Parking	\$ 79,400	\$ 49,308	62.10%	\$ 37,276	\$ 42,971	\$ 12,033	\$ -	32.28%
Community Action	\$ 15,000	\$ 15,000	100.00%	\$ 15,000	\$ 15,000	\$ -	\$ -	0.00%
Publicity	\$ 3,500	\$ 1,808	51.66%	\$ 3,845	\$ 4,378	\$ (2,037)	\$ -	-52.98%
Recreation Administration	\$ 287,177	\$ 210,219	73.20%	\$ 201,803	\$ 276,602	\$ 8,416	\$ -	4.17%
Thompson Park	\$ 467,604	\$ 278,743	59.61%	\$ 266,232	\$ 482,553	\$ 12,512	\$ -	4.70%
Recreation Playgrounds	\$ 45,976	\$ 38,367	83.45%	\$ 86,214	\$ 97,972	\$ (47,847)	\$ -	-55.50%
Recreation Fairgrounds	\$ 154,209	\$ 67,588	43.83%	\$ 89,845	\$ 184,883	\$ (22,257)	\$ -	-24.77%
Recreation Outdoor Winter Activities	\$ -	\$ -	0.00%	\$ 147	\$ 147	\$ (147)	\$ -	-100.00%
Recreation Athletic Programs	\$ 138,540	\$ 83,713	60.43%	\$ 99,606	\$ 158,938	\$ (15,893)	\$ -	-15.96%
Recreation Swimming Pools	\$ 150,305	\$ 111,540	74.21%	\$ 118,545	\$ 162,899	\$ (7,005)	\$ -	-5.91%
Recreation Ice Arena	\$ 620,542	\$ 548,746	88.43%	\$ 478,570	\$ 581,394	\$ 70,176	\$ -	14.66%
Zoning	\$ 3,000	\$ 3,022	100.72%	\$ 1,748	\$ 3,284	\$ 1,274	\$ -	72.91%
Planning	\$ 507,400	\$ 210,240	41.43%	\$ 177,274	\$ 238,133	\$ 32,966	\$ -	18.60%
DPW Storm Sewer	\$ 412,193	\$ 236,532	57.38%	\$ 174,235	\$ 263,462	\$ 62,297	\$ -	35.75%
DPW Refuse & Garbage	\$ 961,889	\$ 585,407	60.86%	\$ 631,074	\$ 864,676	\$ (45,667)	\$ -	-7.24%
Worker's Compensation	\$ 89,000	\$ 64,142	72.07%	\$ 67,458	\$ 102,006	\$ (3,316)	\$ -	-4.92%
Unemployment Insurance	\$ 10,000	\$ 1,591	15.91%	\$ 2,105	\$ 6,675	\$ (513)	\$ -	-24.39%
Health Insurance-Retirees	\$ 4,214,012	\$ 3,213,691	76.26%	\$ 2,764,851	\$ 3,669,936	\$ 448,839	\$ -	16.23%
Medicare Reimbursements	\$ 388,296	\$ 293,911	75.69%	\$ 269,279	\$ 361,682	\$ 24,631	\$ -	9.15%
Compensated Absences	\$ -	\$ -	0.00%	\$ -	\$ (42,624)	\$ -	\$ -	0.00%

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	2017-18		Y-T-D % of Budget	Prior Y-T-D	2016-17		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual			Actual	Variance	%	
Other Employee Benefits	\$ 5,000	\$ 3,306	66.12%	\$ 3,412	\$ 4,361	\$ (106)	-3.10%	
General Liability Reserve Transfer	\$ 75,000	\$ 56,250	75.00%	\$ 56,250	\$ 75,000	\$ -	0.00%	
Library Transfer	\$ 1,399,839	\$ 921,428	65.82%	\$ 919,718	\$ 1,148,599	\$ 1,709	0.19%	
Serial Bonds - Principal	\$ 2,329,357	\$ 1,469,947	63.11%	\$ 1,504,031	\$ 2,152,872	\$ (34,084)	-2.27%	
Serial Bonds-Interest	\$ 705,087	\$ 366,246	51.94%	\$ 376,864	\$ 681,272	\$ (10,618)	-2.82%	
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ 121,000	\$ -	0.00%	
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ 24,500	\$ -	0.00%	
Capital Fund Transfer	\$ 683,500	\$ 469,379	68.67%	\$ -	\$ 883,484	\$ 469,379	#DIV/0!	
Black River Trust Fund Transfer	\$ 10,000	\$ 10,000	100.00%	\$ -	\$ 10,000	\$ 10,000	#DIV/0!	
TOTAL	\$ 43,089,808	\$ 30,269,774	70.25%	\$ 28,363,499	\$ 40,180,817	\$ 1,906,275	6.72%	

Water Fund Revenues

Water Rents	\$ 3,518,000	\$ 2,289,311	65.07%	\$ 2,340,548	\$ 3,488,909	\$ (51,237)	-2.19%
Unmetered Water	\$ 10,000	\$ 1,973	19.73%	\$ 10,533	\$ 12,756	\$ (8,560)	-81.27%
Outside User Fees	\$ 1,593,000	\$ 965,338	60.60%	\$ 1,232,884	\$ 1,541,172	\$ (267,546)	-21.70%
Water Service Charges	\$ 75,000	\$ 35,120	46.83%	\$ 28,577	\$ 46,945	\$ 6,542	22.89%
Interest & Penalties on Water Rents	\$ 62,000	\$ 42,002	67.75%	\$ 39,053	\$ 49,485	\$ 2,950	7.55%
Interest Earnings	\$ 2,000	\$ 4,127	206.34%	\$ 1,759	\$ 2,359	\$ 2,368	134.59%
Sale of Scrap	\$ 3,000	\$ 3,857	128.58%	\$ 1,433	\$ 3,743	\$ 2,425	169.24%
Sale of Equipment	\$ -	\$ 3,520	0.00%	\$ -	\$ -	\$ 3,520	#DIV/0!
Insurance Recoveries	\$ 1,000	\$ 79	7.92%	\$ 1,001	\$ 1,001	\$ (922)	-92.09%
Refund of Prior Years Expenditure	\$ -	\$ 1,904	0.00%	\$ -	\$ -	\$ 1,904	#DIV/0!
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ 5,220	\$ -	0.00%
Unclassified Revenues	\$ 1,000	\$ 1,892	189.15%	\$ 2,731	\$ 2,795	\$ (840)	-30.75%
Payment Processing Fees	\$ 5,000	\$ 4,353	87.06%	\$ 4,050	\$ 5,323	\$ 303	7.48%
Metered Water Sales Funds	\$ 212,000	\$ 87,883	41.45%	\$ 95,338	\$ 180,308	\$ (7,454)	-7.82%
State Aid - Home & Community	\$ -	\$ -	0.00%	\$ -	\$ 15,958	\$ -	0.00%
Interfund Transfers	\$ 1,000	\$ -	0.00%	\$ -	\$ 60,000	\$ -	0.00%
Total Revenue	\$ 5,483,000	\$ 3,441,359	62.76%	\$ 3,772,290	\$ 5,415,974	\$ (330,931)	-8.77%
Appropriated Fund Balance	\$ -	\$ 164,327	0.00%	\$ -	\$ 6,000	\$ 164,327	#DIV/0!
Revenue and Fund Balance	\$ 5,483,000	\$ 3,605,686	65.76%	\$ 3,772,290	\$ 5,421,974	\$ (166,604)	-4.42%

Water Fund Expenditures

Taxes on Property	\$ 825	\$ 796	96.47%	\$ 789	\$ 789	\$ 6	0.81%
Contingency	\$ 51,082	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Water Administration	\$ 249,360	\$ 177,633	71.24%	\$ 184,213	\$ 241,725	\$ (6,580)	-3.57%
Source of Supply, Power and Pump	\$ 653,400	\$ 439,214	67.22%	\$ 392,738	\$ 526,377	\$ 46,477	11.83%
Water Purification	\$ 2,002,649	\$ 1,440,917	71.95%	\$ 1,257,633	\$ 1,762,550	\$ 183,284	14.57%
Transmission and Distribution	\$ 1,346,966	\$ 881,120	65.42%	\$ 905,117	\$ 1,212,369	\$ (23,997)	-2.65%
Worker's Compensation	\$ 7,600	\$ 5,373	70.70%	\$ 4,937	\$ 7,815	\$ 436	8.84%
Unemployment Insurance	\$ 500	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 243,669	\$ 159,765	65.57%	\$ 118,941	\$ 164,059	\$ 40,824	34.32%
Medicare Reimbursements	\$ 20,212	\$ 13,504	66.81%	\$ 11,700	\$ 15,796	\$ 1,804	15.42%
Compensated Absences	\$ -	\$ -	0.00%	\$ -	\$ (2,082)	\$ -	0.00%
Other Employee Benefits	\$ 400	\$ 256	64.05%	\$ 271	\$ 354	\$ (15)	-5.37%
General Liability Transfer	\$ 15,000	\$ 11,250	75.00%	\$ 11,250	\$ 15,000	\$ -	0.00%
Serial Bonds - Principal	\$ 760,979	\$ 389,843	51.23%	\$ 394,117	\$ 672,099	\$ (4,274)	-1.08%
Serial Bonds - Interest	\$ 159,657	\$ 86,015	53.87%	\$ 91,767	\$ 145,948	\$ (5,752)	-6.27%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ 32,500	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ 6,500	\$ -	0.00%
TOTAL	\$ 5,512,299	\$ 3,605,686	65.41%	\$ 3,373,472	\$ 4,801,799	\$ 232,214	6.88%

**CITY OF WATERTOWN
FY 2017/18 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING MARCH 31, 2018**

	2017-18			Prior Y-T-D	2016-17		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual	Y-T-D % of Budget		Actual		Variance	%
Sewer Fund Revenues								
Sewer Rents	\$ 2,481,000	\$ 1,480,765	59.68%	\$ 1,702,784	\$ 2,511,386	\$ (222,019)		-13.04%
Sewer Charges	\$ 1,054,000	\$ 935,990	88.80%	\$ 734,821	\$ 1,003,841	\$ 201,169		27.38%
Interest & Penalties on Sewer Rents	\$ 60,000	\$ 37,472	62.45%	\$ 38,302	\$ 48,727	\$ (830)		-2.17%
Sewer Rents-Governments	\$ 2,152,000	\$ 1,780,374	82.73%	\$ 1,580,209	\$ 2,132,080	\$ 200,165		12.67%
Interest Earnings	\$ 2,000	\$ 5,364	268.19%	\$ 2,618	\$ 3,505	\$ 2,746		104.89%
Permit Fees	\$ 20,000	\$ 19,375	96.88%	\$ 19,125	\$ 18,625	\$ 250		1.31%
Sale of Scrap	\$ 1,000	\$ 530	52.97%	\$ -	\$ -	\$ 530		#DIV/0!
Sale of Equipment	\$ 1,000	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ 6,340	\$ -		0.00%
Payment Processing Fees	\$ 5,000	\$ 4,356	87.11%	\$ 4,060	\$ 5,335	\$ 295		7.27%
Interfund Revenues	\$ 440,000	\$ 345,854	78.60%	\$ 237,483	\$ 420,177	\$ 108,371		45.63%
State Aid - CHIPSS	\$ -	\$ -	0.00%	\$ 4,068	\$ 4,068	\$ (4,068)		-100.00%
Interfund Transfer	\$ 1,000	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Total Revenue	\$ 6,217,000	\$ 4,610,079	74.15%	\$ 4,323,469	\$ 6,154,084	\$ 286,610		6.63%
Appropriated Fund Balance	\$ 112,971	\$ -	0.00%	\$ -	\$ 310,098	\$ -		0.00%
Total Revenue	\$ 6,329,971	\$ 4,610,079	72.83%	\$ 4,323,469	\$ 6,464,182	\$ 286,610		6.63%

Sewer Fund Expenditures								
Sewer Administration	\$ 242,372	\$ 170,247	70.24%	\$ 166,587	\$ 216,114	\$ 3,659		2.20%
Sanitary Sewer	\$ 473,023	\$ 341,036	72.10%	\$ 313,545	\$ 427,349	\$ 27,491		8.77%
Sewage Treatment and Disposal	\$ 3,883,444	\$ 2,530,814	65.17%	\$ 2,661,666	\$ 3,564,296	\$ (130,852)		-4.92%
Contingency	\$ 49,423	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Worker's Compensation	\$ 6,700	\$ 5,264	78.57%	\$ 4,825	\$ 7,600	\$ 438		9.08%
Unemployment Insurance	\$ 2,500	\$ -	0.00%	\$ 8,955	\$ 8,955	\$ (8,955)		-100.00%
Health Insurance- Retirees	\$ 212,647	\$ 182,939	86.03%	\$ 147,053	\$ 198,144	\$ 35,885		24.40%
Medicare Reimbursements	\$ 9,132	\$ 9,814	107.47%	\$ 8,666	\$ 11,616	\$ 1,149		13.26%
Compensated Absences	\$ -	\$ -	0.00%	\$ -	\$ 1,111	\$ -		0.00%
Other Employee Benefits	\$ 150	\$ 97	64.35%	\$ 94	\$ 121	\$ 2		2.41%
General Liability Transfer	\$ 15,000	\$ 11,250	75.00%	\$ 11,250	\$ 15,000	\$ -		0.00%
Serial Bonds - Principal	\$ 911,664	\$ 380,210	41.71%	\$ 410,852	\$ 870,029	\$ (30,642)		-7.46%
Serial Bonds - Interest	\$ 249,500	\$ 131,226	52.60%	\$ 137,595	\$ 240,118	\$ (6,368)		-4.63%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ 6,500	\$ -		0.00%
Transfer to Capital Fund	\$ 287,500	\$ 14,300	4.97%	\$ -	\$ 897,229	\$ 14,300		#DIV/0!
TOTAL	\$ 6,343,055	\$ 3,777,196	59.55%	\$ 3,871,088	\$ 6,464,182	\$ (93,892)		-2.43%

Library Fund Revenues								
Library Fines	\$ 28,500	\$ 11,250	39.47%	\$ 15,894	\$ 20,808	\$ (4,645)		-29.22%
Library Grant	\$ 46,105	\$ 23,052	50.00%	\$ 23,053	\$ 46,105	\$ (0)		0.00%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ 548	\$ 548	\$ (548)		-100.00%
State Aid, Library Construction Grant	\$ -	\$ 2,099	0.00%	\$ -	\$ 5,333	\$ 2,099		#DIV/0!
Interfund Transfer	\$ 1,399,839	\$ 930,726	66.49%	\$ 919,718	\$ 1,148,599	\$ 11,008		1.20%
Total Revenue	\$ 1,474,444	\$ 967,127	65.59%	\$ 959,213	\$ 1,221,393	\$ 7,914		0.83%
Appropriated Fund Balance	\$ -	\$ 4,200	0.00%	\$ -	\$ 38,854	\$ 4,200		#DIV/0!
Revenue and Fund Balance	\$ 1,474,444	\$ 971,327	65.88%	\$ 959,213	\$ 1,260,247	\$ 12,114		1.26%

Library Fund Expenditures								
Contingency	\$ 16,239	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Library Fund Expenditures	\$ 1,131,216	\$ 802,909	70.98%	\$ 818,366	\$ 1,084,663	\$ (15,458)		-1.89%
Worker's Compensation	\$ 3,400	\$ 2,369	69.68%	\$ 2,183	\$ 3,480	\$ 186		8.51%
Health Insurance	\$ 135,576	\$ 106,698	78.70%	\$ 90,876	\$ 119,962	\$ 15,821		17.41%
Medicare Reimbursements	\$ 13,164	\$ 11,669	88.64%	\$ 9,548	\$ 12,802	\$ 2,121		22.21%
Other Employee Benefits	\$ 100	\$ 64	64.34%	\$ 64	\$ 82	\$ 0		0.26%
Serial Bonds - Principal	\$ 145,000	\$ 35,000	24.14%	\$ 36,000	\$ 36,000	\$ (1,000)		-2.78%
Serial Bonds - Interest	\$ 37,498	\$ 12,619	33.65%	\$ 1,845	\$ 3,258	\$ 10,774		584.04%
TOTAL	\$ 1,482,193	\$ 971,327	65.53%	\$ 958,883	\$ 1,260,247	\$ 12,444		1.30%

CITY OF WATERTOWN
FY 2017/18 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING MARCH 31, 2018

	2017-18		Y-T-D % of Budget	Prior Y-T-D	2016-17		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual			Actual	Variance	%	
Self-Insurance Fund Revenues								
Shared Service Charges	\$ 8,982,428	\$ 6,611,999	73.61%	\$ 5,688,600	\$ 7,563,799	\$ 923,399	16.23%	
Interest and Earnings	\$ 2,000	\$ 233	11.66%	\$ 1,398	\$ 1,640	\$ (1,165)	-83.33%	
Insurance Recoveries	\$ 175,000	\$ 48,552	27.74%	\$ 219,862	\$ 645,174	\$ (171,310)	-77.92%	
Medicare Part D reimbursement	\$ 200,000	\$ 105,938	52.97%	\$ 84,756	\$ 210,908	\$ 21,182	24.99%	
Refund of Prior Years Expenditure	\$ -	\$ 39,783	0.00%	\$ 15,628	\$ 20,103	\$ 24,155	154.56%	
Employee Contributions	\$ 843,847	\$ 578,434	68.55%	\$ 525,677	\$ 706,627	\$ 52,757	10.04%	
Prescription Reimbursements	\$ 300,000	\$ 290,419	96.81%	\$ 224,483	\$ 310,616	\$ 65,936	29.37%	
Total Revenue	\$ 10,503,275	\$ 7,675,358	73.08%	\$ 6,760,404	\$ 9,458,867	\$ 914,954	13.53%	
Appropriated Fund Balance	\$ -	\$ -	0.00%	\$ 755,052	\$ 1,338,852	\$ (755,052)	-100.00%	
Revenue and Fund Balance	\$ 10,503,275	\$ 7,675,358	73.08%	\$ 7,515,456	\$ 10,797,719	\$ 159,902	2.13%	

Self-Insurance Fund Expenditures								
Administration	\$ 515,789	\$ 369,801	71.70%	\$ 405,443	\$ 506,837	\$ (35,641)	-8.79%	
Medical Claims	\$ 6,573,909	\$ 5,038,384	76.64%	\$ 4,836,100	\$ 7,078,067	\$ 202,284	4.18%	
Pharmacy Claims	\$ 3,413,577	\$ 2,222,306	65.10%	\$ 2,273,914	\$ 3,212,815	\$ (51,608)	-2.27%	
TOTAL	\$ 10,503,275	\$ 7,630,492	72.65%	\$ 7,515,456	\$ 10,797,719	\$ 115,035	1.53%	

May 7, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: VL-9 Arsenal Street, Parcel No. 09-22-102.001

The high bid at the April 30, 2018 Public Auction was \$1,800 for the above property and is included as Resolution No. 11 in tonight's agenda.

We wish to make Council aware that City Comptroller James Mills has since received an offer of \$5,000 on this property from Arsenal Plaza Associates, LLC as owners of Arsenal Plaza at 1283 Arsenal Street.

Giso, Elaine

From: Mills, James
Sent: Thursday, May 03, 2018 4:16 PM
To: Addison, Sharon; Giso, Elaine
Subject: FW: VL-9 Arsenal St

Sharon and Elaine-
Please print this email and have it at their seats for Monday's regular session meeting.
Jim

From: Steven J. Powers [mailto:spowers@nigrocos.com]
Sent: Thursday, May 3, 2018 4:05 PM
To: Mills, James
Subject: RE: VL-9 Arsenal St

Thanks Jim, Arsenal Plaza Associates, L.L.C., as owners of Arsenal Plaza at 1283 Arsenal Street, would pay \$5,000 to purchase the above referenced parcel (09-22-102.001) Thank you. Steve Powers

Steven J. Powers
Nigro Companies
20 Corporate Woods Blvd.
Albany, New York 12211
518-436-8421 Office
518-424-2734 Cell

From: Mills, James [mailto:JMills@watertown-ny.gov]
Sent: Thursday, May 03, 2018 4:00 PM
To: spowers@nigrocos.com
Subject: VL-9 Arsenal St

Steve-
Thank you for your call and interest in VL-9 Arsenal Street (parcel 09-22-102.001). As I mentioned the high bid from the public auction held Monday, April 30th was \$1,800. It is being presented to City Council as part of their May 7th agenda for their consideration.

If you would like to submit an offer I would need something in writing to share with City Council. All I can do is make them aware of your interest.

Thanks-
Jim

James E. Mills
City Comptroller
City of Watertown, NY
245 Washington St, St 203
Watertown, NY 13601
ph: (315) 785-7754
fx: (315) 785-7826
jmills@watertown-ny.gov