

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, May 5, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, May 5, 2025, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

7:15 p.m.	Fiscal Year 2025-26 Operating Budgets and Fiscal Year 2025-26 through 2029-30 Capital Budget
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RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Approving Amendment to the Employee Handbook, Section 701 Holidays, to Add Juneteenth (June 19) |
| Resolution No. 2 - | To Settle Proceeding to Review Real Property Assessment Challenge at 216 Washington Street, Watertown, NY 13601 Parcel Number 10-06-126.000 |
| Resolution No. 3 - | Accepting Buck Limited Partnership Mortgage Settlement Offer |
| Resolution No 4. - | Readopting Fiscal Year 2024-25 General Fund Budget – Assistant City Engineer Position |
| Resolution No. 5 - | Readopting Fiscal Year 2024-25 Annual Rates of Pay for Management Employees |

ORDINANCES

LOCAL LAW

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

OLD BUSINESS

STAFF REPORTS

1. Board and Commission Appointment

NEW BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

WORK SESSION

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MAY 19, 2025.**

Res No. 1

May 5, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Amendment to the Employee Handbook, Section 701
Holidays, to Add Juneteenth (June 19)

The City of Watertown Employee Handbook outlines recognized holidays for City employees in Section 701.

With Juneteenth now recognized as a Federal and New York State holiday, staff is proposing to formally add Juneteenth (June 19) to the list of paid holidays observed by the City. If approved by the City Council, this change would grant eligible employees a paid day off in observance of Juneteenth each year, effective immediately.

A resolution is presented for City Council consideration to approve the addition of Juneteenth to the Employee Handbook Section 701 as a paid holiday to eligible employees.

RESOLUTION

Page 1 of 1

Approving Amendment to the Employee Handbook, Section 701 Holidays, to Add Juneteenth (June 19)

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown maintains an Employee Handbook that outlines policies and procedures applicable to the City employees, including recognized holidays as listed in Section 701, and

WHEREAS the Federal government established Juneteenth National Independence Day (June 19) as a federal holiday in 2021, and New York State recognizes Juneteenth as a state holiday, and

WHEREAS the City of Watertown wishes to amend Section 701 of the Employee Handbook to include Juneteenth as a paid holiday for all eligible City employees,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that Section 701 of the Employee Handbook is hereby amended to include Juneteenth (June 19) as an official paid holiday for eligible employees, effective immediately.

Seconded by _____

To: The Honorable Mayor and City Council
From: Kimberli Johnston, City Assessor
Subject: Settlement of Article 7 challenge to 216 Washington St

To Settle Proceeding to Review Real Property Assessment Challenge at 216 Washington Street, Watertown, NY 13601 Parcel Number 10-06-126.000 Community Bank NA, instituted a Supreme Court proceeding to review the assessment of 216 Washington Street, Watertown, NY 13601 Parcel No. 10-06-126.000 for the 2023 and 2024 tax year.

The full market value in 2023 was \$1,867,470 and in 2024 \$1,937,500. Community Bank NA has agreed to settle the proceedings for a \$1,475,000 assessment for tax years 2023 and 2024.

A resolution settling the proceedings has been prepared for City Council consideration which allows the City to agree upon the 23/24 settlement amount of \$1,475,000. This also allows the City Council to agree on the 727 action for 2025, 2026, and 2027.

RESOLUTION

Page 1 of 2

To Settle Proceeding to Review Real Property
Assessment Challenge at 216 Washington
Street, Watertown, NY 13601 Parcel Number
10-06-126.000

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS certain premises owned by Community National Bank association in the
City of Watertown at 216 Washington St 10-06-126.000 are assessed for the following tax years:

2023	Parcel # 10-06-126.000	\$1,867,470
2024	Parcel #: 10-06-126.000	\$1,937,500

and

WHEREAS Community Bank NA has heretofore duly instituted in the Supreme Court
proceedings to review the assessment for tax years 2023-2024, and

WHEREAS the parties have agreed that the assessment for the following years shall be
reduced and set as:

2023	Parcel # 10-06-126.000	\$1,475,000
2024	Parcel # 10-06-126.000	\$1,475,000

and

WHEREAS Community Bank NA and the City agree to be bound to the provisions of
RPTL §727 limiting the ability to challenge or change future assessments for tax years 2025,
2026, and 2027 per the approved Tolling Agreement, which is attached and made part of this
resolution, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above
basis is deemed in the best interest of the Respondents,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown,
New York that the City attorneys of the City of Watertown be and are hereby authorized,
empowered and directed to enter into a formal Stipulation & Order of the aforesaid proceedings
with counsel for Community Bank NA on the following terms and conditions:

RESOLUTION

Page 2 of 2

To Settle Proceeding to Review Real Property
Assessment Challenge at 216 Washington
Street, Watertown, NY 13601 Parcel Number
10-06-126.000

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

1. The total assessment of the subject property shall be set for the following years as follows:

2023	Parcel # 10-06-126.000	\$1,475,000
2024	Parcel # 10-06-126.000	\$1,475,000

2. That the above adjustments will result in rebates for taxes paid in excess of the amounts that would have been due based on the adjusted assessments.
3. That an Order of the Supreme Court shall be made and entered settling the aforesaid proceedings to review said assessment without costs to either party as against the other and upon the terms and conditions set forth above, and

BE IT FURTHER RESOLVED the City Assessor and all other municipal officers, agents or employees be and they hereby are directed to do such acts and things as may be necessary to give full force and effect to the aforesaid settlement, and

BE IT FURTHER RESOLVED this Resolution shall take effect immediately.

Seconded by _____

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is effective as of April __, 2025 (the "Effective Date") and is entered between COMMUNITY NATIONAL BANK ASSOCIATION (collectively, the "Petitioner") and THE ASSESSOR FOR THE CITY OF WATERTOWN, THE BOARD OF ASSESSMENT REVIEW FOR THE CITY OF WATERTOWN, AND THE CITY OF WATERTOWN, IN THE COUNTY OF JEFFERSON, NEW YORK (collectively, the "City"). Petitioner and the City are collectively referred to as "the Parties" or individually as a "Party."

WHEREAS, the Petitioner commenced proceedings against the City pursuant to Real Property Tax Law ("RPTL") Article 7 challenging the 2023 and 2024 year tax assessments on property it owns in the City and which are identified as Tax Parcel numbers 10-08-126.000. These proceedings are identified as Jefferson County Supreme Court Index Numbers EF2023-00001688 and EF2024-00001808 (the "Proceedings").

WHEREAS, the Parties have reached a settlement of these Proceedings as they relate to the Property. The City is expected to approve the settlement on or about May 5, 2025; and

WHEREAS, in light of the settlement, the Parties desire to avoid the filing of an additional proceeding challenging the 2025 tax assessment pursuant to RPTL Article 7, the statute of limitations for which runs on April 30, 2025.

WHEREAS, the Parties hereby acknowledge that their respective legal positions will not be harmed by entering into this Agreement and there may be a benefit to each Party by entering into this Agreement, and each Party agrees not to challenge the legal sufficiency of such benefit; and

THEREFORE, the Parties stipulate and agree as follows:

1. With respect to any and all claims that the Petitioner may raise against the City in an action commenced under RPTL Article 7, the period from and including the effective date of this Agreement through the Termination Date (as defined below) (the "Tolling Period") shall be tolled and shall not be included in calculating any statute of limitations or period of repose that might otherwise be applicable. Neither Party shall plead or contend in any fashion, whether by answer, motion, or otherwise, that the Tolling Period should be included or considered in calculating of any statute of limitations or evaluating the applicability of any other defense, such as, laches, estoppel, waiver, or repose.

2. The aforementioned "Termination Date" shall be May 31, 2025 unless otherwise extended by the Parties in writing.

3. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended except in writing signed by all Parties. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors or assigns of the Parties. Each person signing this Agreement represents and warrants that he or she is authorized and empowered to sign on behalf of and bind the Party on whose behalf this Agreement is being executed.

IN WITNESS WHEREOF, the Parties of their duly authorized representatives have executed this Agreement as of the date first above written.

DATED: 4/28/25

COUGHLIN & GERHART LLP

By: 

Rosemarie Pope, Esq.
Alan Pope, Esq.
Attorneys for Petitioners
99 Corporate Drive
Binghamton NY 13902
607.723.9511

DATED: 4/30/2025

SPENO MACLEOD, PLLC

By: 

Kevin R. MacLeod, Esq.
Rebecca M. Speno, Esq.
Attorneys for Respondents
PO Box 152
Baldwinsville, New York 13027
315.409.6614

Res. No. 3

May 5, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Accepting Buck Limited Partnership Mortgage Settlement Offer

The City of Watertown entered into a mortgage agreement with Buck Limited Partnership in 1994 to rehabilitate housing units at 80-90 Public Square (the Buck Building). The mortgage of \$71,500 with accrued interest is past due.

Buck Limited Partnership has agreed to pay a one-time lump-sum payment in the amount of \$150,000 in full satisfaction of the mortgage which is approximately the present value of the principal amount. It is recommended that the City Council accept this settlement offer.

RESOLUTION

Page 1 of 2

Accepting Buck Limited Partnership
Mortgage Settlement Offer

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown (the “City”) is the “mortgage” of a certain Mortgage given by Buck Limited Partnership (“Buck”) dated March 10, 1994 and recorded in the Jefferson County Clerk’s Office on January 23, 1996 in Liber 1437 of Mortgages at Page 108 (the “Mortgage”), a copy of which is attached hereto as Exhibit A, and

WHEREAS the Mortgage was given by Buck to secure indebtedness to the City in the principal amount of \$71,500.00 (the “Loan”) with the property commonly known as 80-90 Public Square, Watertown, New York (the “Property”) serving as collateral, and

WHEREAS the proceeds of the Loan were to be used by Buck to support community development; to wit, the proceeds of the Loan were used to rehabilitate the housing units on the upper floors of the building on the Property, and

WHEREAS the Loan has matured, and to date, Buck has not repaid the Loan, and

WHEREAS Buck has agreed to pay a one-time lump-sum payment in the amount of \$150,000.00 in full satisfaction of the Loan, which is approximately the present value of the principal amount of the Loan, and

WHEREAS enforcement by the City of the remedies available for non-payment of the Loan would be costly and burdensome to the City, and

WHEREAS the community has benefitted from Buck’s use of the Loan proceeds, and

WHEREAS the City Council deems it in the best interests of the City to accept Buck’s settlement offer,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts Buck’s offer to pay a one-time lump-sum payment of \$150,000.00 (the “Settlement Payment”) in full satisfaction of the Loan, and

BE IT FURTHER RESOLVED, upon the City’s receipt of the Settlement Payment, James E. Mills, in his capacity as City Comptroller, is authorized and directed to sign and deliver to Buck

RESOLUTION

Page 2 of 2

Accepting Buck Limited Partnership
Mortgage Settlement Offer

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

a Satisfaction of Mortgage, the form of which is attached hereto as Exhibit B, which Buck may record in the Jefferson County Clerk's Office, satisfying the Mortgage of record, and

BE IT FURTHER RESOLVED, that the City shall utilize the Settlement Payment to further support community development activities.

Seconded by _____

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that The City of Watertown, a municipal corporation having an address at 245 Washington Street, Watertown, New York,

DOES HEREBY CERTIFY that the following Mortgage **IS PAID IN FULL** and does hereby irrevocably consent that the same be **DISCHARGED OF RECORD**:

Mortgage made by Buck Limited Partnership in the amount of \$71,500.00 dated March 10, 1994, and recorded in the Jefferson County Clerk's Office on January 23, 1996, in Book 1437 of Mortgages at Page 108;

which mortgage has not been assigned.

IN WITNESS WHEREOF, the undersigned has executed this Satisfaction of Mortgage as of the ____ day of May, 2025.

The City of Watertown

By: _____
Name: James E. Mills
Title: City Comptroller

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of May, in the year 2025, before me, the undersigned, personally appeared James E. Mills, 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

Record and Return to:
Bond, Schoeneck & King, PLLC
One Lincoln Center
110 W. Fayette Street
Syracuse, New York 13202
Attn: Amy Rhinehardt, Esq.

Jefferson County - New York
Jo Ann M. Wilder

RECORDING CERTIFICATE

606

Transaction Number: 960123106457

Type of Instrument: MTG TYPE N

Received From: CITY OF WATERTOWN

Recording Charge: 30.00 Recording Pages: 6

** EXAMINED AND CHARGED AS FOLLOWS : **

** TRANSFER TAX **

.00

** MTG/DEED AMOUNT **

71,500.00

RS#:

Mortgage#: CM2556

Received Tax on Above Mortgage

Basic: .00

Special Addl: .00

Town: CITY OF WATERTOWN

Additional: .00

Mortgage Tax Total: .00

Total Recording Fees: 30.00

affidavit filed

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR Jefferson County - New York

IN (Book/Page) LIBER 1437 PAGE 108

ON (Recorded Date): 01/23/96

AT (Time): 02:06 Terminal ID: 120



Jo Ann M. Wilder

CONSULT YOUR LAWYER BEFORE SIGNING THIS FORM—THIS FORM SHOULD BE USED BY LAWYERS ONLY.

MortgageDate March 10, 1994**Parties**

Mortgagor Buck Limited Partnership, a limited partnership, having an address at 116 Franklin Street, Watertown, New York.

Mortgagee The City of Watertown, a municipal corporation, having an address at 245 Washington Street, Watertown, New York.

The Mortgagor promises and agrees as follows:

Transfer of rights in the Property

1. The Mortgagor hereby mortgages to the Mortgagee the Property described in this Mortgage. Mortgagor can lose the Property for failure to keep the promises in this Mortgage.

Underlying debt, future advances

2. This Mortgage is made to secure a Debt of the Mortgagor to the Mortgagee for Seventy-one Thousand Five Hundred and no/100 dollars (\$71,500.00), payable with interest according to a Bond or Note having the same date as this Mortgage. The Mortgagee may make advances in the future to the Mortgagor or future owners of the Property. In addition to the above Debt the Bond or Note and this Mortgage is intended to secure any more debts now or in the future owed by the Mortgagor to the Mortgagee. The maximum amount of debt secured by the Bond or Note and this Mortgage shall not be greater than the Debt stated above. Mortgagee is not obligated to make future advances.

Property mortgaged

3. The Property mortgaged (the "Property") is
(a) All

See Attached Schedule "A"

Return to: P. FALCON
245 WASHINGTON ST.
WATERTOWN
NY 13601

ALL THAT PIECE OR PARCEL OF LAND Situate in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

That property known as the Buck Building located at 80-90 Public Square better described as follows:

ALL THAT TRACT OR PARCEL OF LAND SITUATE in the City of Watertown, County of Jefferson, State of New York, being a parcel fronting on the east side of Public Square and being a portion of the lands conveyed by the Jefferson County National Bank to Antonio and Vincenzo Sparacino and Anthony Cannella, February 3, 1937, and recorded in Liber 418 of Deeds at page 537 at Jefferson County Clerk's Office and being formerly the land of Buck Terminal Inc. and further described as follows:

BEGINNING at a point in the easterly margin of Public Square (Mill Street), said point being N. $16^{\circ}-29'$ E. along said margin a distance of 62.0 feet from the intersection of said margin with the northerly margin of State Street; thence running N. $16^{\circ}-29'$ E. along the easterly margin of Public Square (Mill Street) a distance of 78.28 feet to a point; thence S. $73^{\circ}-46'$ E. a distance of 119.14 feet to a point; thence S. $18^{\circ}-03'$ W. a distance of 81.0 feet to a point; thence N. $72^{\circ}-27'$ W. a distance of 116.95 feet to the point of beginning. Containing 0.214 acres of land more or less.

AND INCLUDING A RIGHT-OF-WAY 12.0 feet wide abutting the easterly line of above described land and extending to the northerly margin of State Street.

Also being the a portion of the premises conveyed by Anthony J. Sparacino Jr. to Neighbors of Watertown, Inc. by deed dated November 13, 1985 and recorded in the Jefferson County Clerk's Office on that same date in Liber 1003 of Deeds at Page 175.

building and
improvements
streets
fixtures
awards

Payment and
late charge

NON-
RECOURSE

Insurance

Maintenance
No sale or
alteration

- (b) Together with the buildings and improvements on the Property.
- (c) Together with all the Mortgagor's right, title and interest in the streets next to the property to their center lines.
- (d) Together with all fixtures and personal property which now is or which later may be attached to or used or useful in connection with the Property. This does not include household furniture.
- (e) Together with all condemnation awards for any taking by a government or agency of the whole or part of the real Property or any easement in connection with the Property. This includes awards for changes of grade of streets.

4. Mortgagor promises to pay or order the sum of Seventy-one Thousand Five Hundred Dollars (\$71,500.00) with interest at the fixed rate of six and one quarter percent (6.25%) per annum from the date above until the debt is paid in full. Mortgagor will pay the debts as follows: all accrued interest, compounded annually, and principal upon this note and mortgage shall be paid 360 months from the date of this note and mortgage. No interest or principal shall be sooner due or payable. This note may be paid in whole or in part without penalty at any time.

The Mortgagee will apply each payment first to interest charges and then to repayment of the debt.

No recourse shall be had for any claim based on this note and mortgage against any mortgagor, the partnership, a partner, member, officer or employee, past, present or future of the Mortgagor. The liability of the Mortgagor for the payment of its obligations pursuant to this mortgage including costs, fees, penalties, taxes, interest, commission charges, insurance and other payments of any kind, nature, or description provided herein, shall be limited to enforcement against the premises covered by this mortgage, and the lien of any judgement entered pursuant to this mortgage be so limited.

5. Mortgagor will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured Mortgagee may obtain the insurance. Within 30 days after notice and demand Mortgagor must insure the Property against war risk and any other risk reasonably required by Mortgagee.

6. Mortgagor will keep the Property in reasonably good repair.

7. The Mortgagor may not, without the consent of Mortgagee, (a) alter, demolish or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it.

LIBER 1437 PAGE 111

Taxes, etc.	8. Mortgagor will pay all taxes, assessments, sewer rents or water rates within 30 days after they are due. Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.
Expenses of mortgagee	9. Mortgagor must pay all expenses of Mortgagee, including reasonable attorney's fees, if (a) Mortgagee is made a party in a suit relating to the Property, or (b) Mortgagee sues anyone to protect or enforce Mortgagee's rights under this Mortgage.
Mortgagee's right to cure	10. Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 5, 8 and 9 of this Mortgage. Payments made by Mortgagee together with interest at the rate provided in the Bond or Note from the date paid until the date of repayment shall be added to the Debt and secured by this Mortgage. Mortgagor shall make repayment with interest within 10 days after demand.
Statement of the amount due (estoppel)	11. Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this Mortgage and whether there are any offsets or defenses against the Debt.
Title	12. Mortgagor warrants the title to the Property. Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the Property is claimed by others.
Cure violations	13. Mortgagor shall comply with any law or governmental order or cure any legal violation concerning the Property. Mortgagor shall comply within 90 days after the order or violation is issued or the law takes effect.
Lien law section 13	14. Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment of the cost of improvement before using any part of the total of the advances for any other purpose.
Inspections	15. Mortgagee and any person authorized by the Mortgagee may enter and inspect the property at reasonable times.
Financing statements	16. Mortgagor authorizes Mortgagee to file without Mortgagor's signature one or more financing statements as permitted by law to perfect the security interest of this Mortgage.
Default, when full amount of debt due immediately	17. Mortgagee may declare the full amount of the Debt to be due and payable immediately for any default. The following are defaults: (a) Mortgagor fails to make any payment required by the Bond or Note or Mortgage within 15 days of the date it is due; (b) Mortgagor fails to keep any other promise or agreement in this Mortgage within the time stated, or if no time is stated, within a reasonable time after notice is given that Mortgagor is in Default; (c) On application of Mortgagee, two or more insurance companies licensed to do business in New York State refuse to issue policies insuring the buildings and improvements on the Property.
Sale	18. If Mortgagor defaults under this Mortgage and the Property is to be sold at a foreclosure sale, the Property may be sold in one parcel.
Receiver	19. If Mortgagee sues to foreclose the Mortgage, Mortgagee shall have the right to have a receiver appointed to take control of the Property.
Payment of rent and eviction after default	20. If there is a Default under this Mortgage, Mortgagor must pay monthly in advance to Mortgagee, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Mortgagor. If Mortgagor does not pay the rent when due, Mortgagor will vacate and surrender the Property to Mortgagee or to the receiver. Mortgagee may evict the Mortgagor by summary proceedings or other court proceedings.
Applicable law	21. Mortgagee shall have all the rights set forth in Section 254 of the New York Real Property Law in addition to Mortgagee's rights set forth in this Mortgage, even if the rights are different from each other.
No waiver	22. Delay or failure of Mortgagee to take any action will not prevent Mortgagee from taking action later. Mortgagee may enforce those rights Mortgagee chooses without giving up any other rights.
Notices	23. Notices, demands or requests may be in writing and may be delivered in person or sent by mail.
No oral changes Who is bound	24. This Mortgage may not be changed or ended orally. 25. If there are more than one Mortgagor each shall be separately liable. The words "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Mortgagor or Mortgagee the words "Mortgagor" and "Mortgagee" used in this Mortgage includes them.
SUBORDINATION	This mortgage is and shall remain subject and subordinate to any mortgages, loans, building loans or other claims, liens or encumbrances of the Development Authority of the North Country, its successors or assigns, and any extensions, modifications or renewals thereof without exception.
Signatures	The Mortgagor states that the Mortgagor has read this Mortgage, received a completely filled in copy of it and has signed this Mortgage as of the date at the top of the first page.

MORTGAGOR

Truck Limited Partnership
 by: *BNW, Inc. - Partner*
 by: *Paul D. H. - President*

WITNESS

Sub. Agent, to Des. Authority of Va. County recorded March 26, 1997 in Liber 1552 on Page 141.

STATE OF NEW YORK,
COUNTY OF JEFFERSON

ss.:

On the 10th day of March 1994 .
before me came
Gary C. Beasley

to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that he executed
the same.

Sonja C. Thompson
SONJA C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 61423
My Commission Expires 8/14/95

STATE OF NEW YORK,
COUNTY OF JEFFERSON

ss.:

On the 10th day of March 1994 .
before me came Gary C. Beasley
to me known, who, being by me duly sworn, did depose and say
that he resides at Town of Brownville, N.Y.

in
; that he is the President
of BYNOW, Inc.
the corporation described in and which executed, the foregoing instru-
ment; that he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed
by order of the Board of BYNOW, Inc.
of said corporation; and that he signed his name thereto by
like order.

STATE OF NEW YORK,
COUNTY OF

ss.:

On the day of 19 .
before me came

to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that he executed
the same.

STATE OF NEW YORK,
COUNTY OF JEFFERSON

ss.:

On the 10th day of March 1994 .
before me came Gary C. Beasley
the subscribing witness to the foregoing instrument, with whom I
am personally acquainted, who, being by me duly sworn, did depose
and say that he resides at Town of Brownville, NY.

in
that he knows
to be the individual described in, and who executed, the foregoing
instrument; that he, said subscribing witness, was present and saw
execute the same; and that he, said witness, at the
same time subscribed name as witness thereto.

Sonja C. Thompson
SONJA C. THOMPSON
Notary Public in the State of New
Qualified in Jefferson County, No. 61423
My Commission Expires 8/14/95

JEFFERSON COUNTY CLERK
(RECEIVED)

1996 JUN 13 11 2:06

Jefferson
CLERK

Mortgage

TO

19

Dated,

STATE OF NEW YORK

County of

RECORDED ON THE

day of 19

at o'clock

in Liber

of Pages

and examined

CLERK

PLEASE RECORD AND RETURN TO:

LIBER 1437 PAGE 113

May 5, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2024-25 General Fund Budget – Assistant City Engineer Position

The Fiscal Year 2024-25 General Fund Budget included three Civil Engineer I positions. One of the positions has remained vacant all fiscal year and one of the positions is half-filled with a retiree. It is recommended that the City create an Assistant City Engineer position and eliminate the vacant one and a half Civil Engineer I positions. There is no budgetary impact to Fiscal Year 2024-25 as it is unlikely the position will be filled prior to the end of the fiscal year. However, to start the recruitment process, the City Council needs to establish the position within the budget.

Attached for City Council consideration is a resolution to re-adopt the Fiscal Year 2024-25 General Fund Budget to add the Assistant City Engineer position and eliminate one and a half Civil Engineer positions.

RESOLUTION

Page 1 of 1

Readopt Fiscal Year 2024-25 General Fund
Budget – Establish Assistant City Engineer
Position

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 3, 2024 the City Council adopted the Fiscal Year 2024-25 General Fund Budget, and

WHEREAS the adopted budget included three Civil Engineer I positions, and

WHEREAS the City Manager recommends establishing the position of Assistant City Engineer and eliminating one and a half (1.5) of the two Civil Engineers I positions to create the position of Assistant City Engineer, and

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2024-25 General Fund Budget to add an Assistant City Engineer position and eliminate one and a half Civil Engineer I positions.

Seconded by _____

May 5, 2025

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2024-25 Annual Rates of Pay for Management Employees

Earlier in tonight's agenda was a resolution to add an Assistant City Engineer position. If the position was added, City Council should also amend the Annual Rates of Pay for Management Employees to add the position at a recommended Grade 33.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2024-25 Annual
Rates of Pay for Management Employees

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 3, 2024, City Council adopted the Fiscal Year 2024-25 Annual Rates of Pay for Management Employees, and

WHEREAS the City Council established the new position of Assistant City Engineer earlier in tonight's agenda, and

WHEREAS the City Council establishes that the Assistant City Engineer position be a Grade 33 position,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Annual Rates of Pay for Management Employees chart that is attached and made part of this resolution to add the position of Assistant City Engineer at a Grade 33, and

BE IT FURTHER RESOLVED that the City Manager is authorized to start individual employees at the step he/she determines to be appropriate at the time of hire.

Seconded by _____

Annual Rates of Pay for Management Employees- Effective July 1, 2024

Title	Grade	A	B	C	D	E	F	G	H	I	J
	27	\$ 71,731	\$ 73,603	\$ 75,524	\$ 77,495	\$ 79,517	\$ 81,594	\$ 83,723	\$ 85,908	\$ 88,150	\$ 90,450
Chief Water Treatment Plant Operator											
Chief Waste Water Treatment Plant Operator											
Transit Director											
	28	\$ 75,132	\$ 77,092	\$ 79,105	\$ 81,169	\$ 83,288	\$ 85,461	\$ 87,692	\$ 89,981	\$ 92,329	\$ 94,739
Assistant Superintendent of Public Works											
City Assessor											
Human Resource Manager											
Information Technology Manager											
Library Director											
Purchasing Manager											
Superintendent of Parks and Recreation											
	29	\$ 78,694	\$ 80,748	\$ 82,855	\$ 85,017	\$ 87,236	\$ 89,513	\$ 91,849	\$ 94,246	\$ 96,707	\$ 99,230
	30	\$ 82,424	\$ 84,575	\$ 86,783	\$ 89,049	\$ 91,372	\$ 93,757	\$ 96,204	\$ 98,715	\$ 101,292	\$ 103,935
	31	\$ 86,333	\$ 88,586	\$ 90,898	\$ 93,270	\$ 95,703	\$ 98,202	\$ 100,765	\$ 103,396	\$ 106,094	\$ 108,863
Planning and Community Development Director											
Superintendent of Water											
Superintendent of Public Works											
	32	\$ 90,425	\$ 92,784	\$ 95,206	\$ 97,691	\$ 100,242	\$ 102,857	\$ 105,542	\$ 108,296	\$ 111,124	\$ 114,023
Assistant City Engineer	33	\$ 94,712	\$ 97,183	\$ 99,719	\$ 102,322	\$ 104,993	\$ 107,734	\$ 110,545	\$ 113,430	\$ 116,391	\$ 119,429
	34	\$ 99,201	\$ 101,790	\$ 104,447	\$ 107,174	\$ 109,970	\$ 112,841	\$ 115,785	\$ 118,807	\$ 121,909	\$ 125,090
Deputy Fire Chief											
	35	\$ 103,903	\$ 106,615	\$ 109,398	\$ 112,254	\$ 115,184	\$ 118,190	\$ 121,275	\$ 124,439	\$ 127,688	\$ 131,020
City Comptroller											
Fire Chief											
Police Captain											
	36	\$ 108,830	\$ 111,671	\$ 114,584	\$ 117,576	\$ 120,644	\$ 123,793	\$ 127,023	\$ 130,339	\$ 133,740	\$ 137,232
City Engineer											
Police Chief											

Proposed Local Law

May 5, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

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

In order for a municipality to adopt a budget which includes a property tax levy increase above the allowable limits as set forth in General Municipal Law §3-c (the Property Tax Cap), a local law must be adopted to override the limit. Initiating this procedure not only provides City Council with budget flexibility, it provides the public with an opportunity to be heard on the topic.

Staff is recommending a public hearing be set for Monday, May 19th, at 7:15 p.m. to hear public comments.

LOCAL LAW

Page 1 of 1

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

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C..

Total

YEA	NAY

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, 2025 and ending June 30, 2026 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, and

WHEREAS a public hearing on this was held on May 19, 2024, at 7:15 p.m. in the City Council Chambers,

NOW THEREFORE 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 2025-2026 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.

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

Seconded by _____

Staff Report

May 5, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Board and Commission Appointment

Below is a listing of upcoming term expirations and vacancies on City Boards and Commissions for City Council Review.

Board or Commission	Appointed By	Term	Name of Member	Term Expires
DANC	Council	4 Years	Mary R. Doheny	6/5/2025

We have confirmed with the individual that they are interested in renewing their appointment.

If the Council agrees, a resolution to re-appoint the interested individual will be prepared for the May 19th, 2025, Council Meeting.