CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, October 19, 2026
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 19, 2026, 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.	A Local Law Amending the Code of the City of Watertown, Chapter 301: Water
7:15 p.m.	Proposed Strategic Plan

RESOLUTIONS

Resolution No. 1 -	Selecting Bond Schoeneck & King as City Tax Foreclosure Attorney
Resolution No. 2 -	Amending City Fees and Charges Schedule for Tax Foreclosure Fees
Resolution No. 3 -	Readopting Fiscal Year 2025-26 General Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets
Resolution No. 4 -	Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2026 Homebuyer Program

Resolution No. 5 - Approving and Endorsing Applications for Funding Through the New York State Department of Environmental Conservation (NYS DEC) Community Reforestation Round 2 (CoRe 2) Program to Remove/ Control Woody Invasive Plants in Bicentennial, Thompson, and Waterworks Parks

Resolution No. 6 - Approving the Proposal for Architectural Design Services for the Zoo New York Visitor Center Roof Replacement - GYMO Architecture, Engineering, and Land Surveying

Resolution No. 7 - Approving the Proposal for Architectural Design Services for the Water Distribution Roof Replacement - GYMO Architecture, Engineering, and Land Surveying

Resolution No. 8 - Adopting the City of Watertown Social Media Policy

Resolution No. 9 - Authorizing Negotiations for the Lease and Operations of Thompson Park Golf Course

Resolution No. 10 - Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course

ORDINANCES

Ordinance No. 1 - Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use

LOCAL LAW

OLD BUSINESS

Proposed Local Law of 2026 A Local Law Amending the Code of the City of Watertown, Chapter 301: Water

STAFF REPORTS

1. 383 Flower Avenue East Demolition Project
2. Sales Tax Revenue – September 2026
3. Sale of Surplus Hydro-electricity – September 2026

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

To discuss proposed, pending or current litigation.

To discuss the employment history of a particular individual or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation.

ADJOURNMENT

WORK SESSION

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 2, 2026.

Res No. 1

October 19, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Selecting Bond Schoeneck & King as City Tax Foreclosure Attorney

Bond Schoeneck and King was serving as the City Attorney when the City was required to make amendments to its City Charter for its property tax enforcement process. Bond Schoeneck and King continued its work in developing the City's new In Rem Tax Foreclosure Act after it ceased serving as the City's attorney. As Bond Schoeneck and King is most knowledgeable of the new law it is recommended that they continue as the City's Tax Foreclosure Attorney.

The resolution prepared for City Council consideration selects Bond Schoeneck and King as the City tax Foreclosure Attorney and directs the City Manager to sign the letter of engagement.

Resolution No. 1 October 19, 2026

RESOLUTION

Selecting Bond Schoeneck and King as City Tax Foreclosure Attorney

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS Bond Schoeneck and King was serving as the City Attorney when the City was required to make amendments to its City Charter for its property tax enforcement process, and

WHEREAS Bond Schoeneck and King continued its work in developing the City's new In Rem Tax Foreclosure Act after it ceased serving as the City's attorney, and

WHEREAS Bond Schoeneck and King is most knowledgeable of the new tax foreclosure law it is recommended that they be selected as the City's Tax Foreclosure Attorney,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby selects Bond Schoeneck and King as the City Tax Foreclosure Attorney, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to sign the Letter of Engagement with Bond Schoeneck and King, a copy of which is attached and made part of this resolution, on behalf of the City of Watertown.

Seconded by _____

BOND SCHOENECK & KING

350 Linden Oaks, Third Floor | Rochester, NY 14625-2825 | **bsk.com**

MARK A. COSTELLO
mcostello@bsk.com
P: 585.238.3506
F: 585.362.4701

October 13, 2026

VIA ELECTRONIC MAIL

Eric Wagenaar, City Manager
City Hall
245 Washington Street
Suite 203
Watertown, New York 13601

Re: Engagement of Bond Schoeneck & King to Handle City of Watertown's 2026 In Rem Tax Foreclosure Action

Dear Mr. Wagenaar:

We are pleased to confirm our representation of the City of Watertown ("Client" or "City") in relation to its In Rem tax foreclosure litigation. The terms of this agreement shall apply to services we render in connection with the City's 2026 in rem tax foreclosure action, and continuing from year to year until terminated or modified. We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," as well as below.

Our fee to prosecute the tax foreclosure action will be set at a flat rate of $400 per property, plus reimbursement of out-of-pocket expenses (such as title company, publishing and posting fees), on the City's foreclosure list. It is our understanding that the list of delinquent properties for 2026 contains approximately 113 properties.

We will commence the foreclosure action by filing the Public Notice of Foreclosure and List of Delinquent Properties and will file, post and publish the same as required by law and will mail a copy of a statutory notice letter, together with the Public Notice of Foreclosure, to each property owner, for which matters we will be available for consultation; thereafter, we will perform all services necessary to obtain a judgment of foreclosure, conduct a public sale of the properties, close on the sales of and record deeds for such properties and report surplus monies arising from such sales to the court. Our services include retaining and working with a title company to identify lienholders on each property in foreclosure and providing statutory notice to all such lienholders. We will undertake to locate alternate mailing addresses and send statutory notice to such alternate mailing addresses for property owner notices that are returned to the City and lienholder notices that are returned to our office. The scope of our work shall encompass responding to motions and complaints filed to forestall the foreclosure or set aside the foreclosure as to certain properties, that arise during the scope of our representation of the City, including claims that arise in the future as long as we are representing the City in connection with the prosecution of its in rem tax foreclosure action at that time. Our services also shall include preparation of certificates of redemption, appearances in surplus monies motions for parties seeking surplus monies arising from the City's tax foreclosures (so long as we continue to represent the City in its foreclosure actions at the time such surplus action is commenced), conveyances of real property to the City, following conclusion of the City's tax foreclosure action, as well as appearances in routine bankruptcy matters filed by property owners to forestall foreclosure. Throughout our representation we also will provide general counsel and advice to the City about tax

foreclosure questions that arise. To the extent requested and approved, our billings with respect to other matters will be based on the time (in tenth of an hour increments) that our attorneys, paralegals, and other service professionals devote to it. Current hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary between $200 per hour and $625 per hour, with specific rates reflecting the knowledge, experience and expertise of each individual assigned. We will seek written approval before performing any work on an hourly basis.

If these terms (including the enclosed Terms of Representation) are acceptable, please sign and return a copy of this letter to my attention. Upon receipt of a signed copy of this agreement, our representation of Client in its in rem tax foreclosure will begin.

Again, we appreciate the opportunity to be of service and look forward to working with Client. If you have any questions about this letter, or about any aspect of our representation and arrangement, please do not hesitate to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Mark A. Costello

MAC/CAJ

Attachment
Accepted:

City of Watertown

_____ Dated: _____
Eric Wagenaar, City Manager

cc: Curtis A. Johnson, Esq.

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client**. Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services**. The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises, or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities**. In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully, and timely with us, including making you, your employees, or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of Client, Client affiliates with, acquires, is acquired by, or merges with another entity, Client agrees to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, Client agrees to waive such conflict of interest to permit Bond to continue to represent its existing client in a matter adverse to Client's affiliate so long as such a waiver is permissible under the applicable Rules of Professional Conduct.

4. **Fees and Expenses**. Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals, and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience, and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter, and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, including generally each October 1. Your continued use of our services after the effective date of a rate change constitutes acceptance of the updated rates.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our Firm, billed to you at the rate charged by those third parties. Payment of our bills is not conditioned upon and cannot be delayed until completion of the scope of our services, the closing of a transaction, the outcome of a matter or any other circumstance or event. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. We will not permit any third-party payer to direct or regulate our professional judgment or the representation. We will obtain and document your informed consent to any third-party payment arrangement, and we will protect your confidential information as required. Regardless of the limits of that coverage (or its discontinuation), and unless contrary to the insurer's outside counsel guidelines, Client remains responsible for (a) any amounts not covered by insurance, including deductibles, co-payments, retentions, and coverage-denied items; (b) any difference between the insurer's approved or panel rates and the rates agreed to between Bond and the Client; and (c) any services or expenses the insurer declines to pay. We will invoice the insurer to the extent permitted and will invoice Client for any remaining amounts. Client authorizes us to share with Client's insurer, broker, or agents such information as is reasonably necessary to obtain coverage determinations, comply with insurer billing requirements, and process payment, while maintaining applicable privileges to the extent permitted by law. If the insurer imposes guidelines that are inconsistent with Client's objectives or our professional obligations, we will seek Client's direction; Client agrees that Client's payment obligations to us are not limited by insurer guidelines or coverage decisions.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other

proceedings, requests, and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed in writing to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation. While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute including pursuant to Part 137 of the Rules of the Chief Administrative Judge (New York State Attorney-Client Fee Dispute Resolution Program).

5. **Dispute Resolution**. We appreciate the opportunity to serve as your attorneys and look forward to a productive and mutually rewarding relationship. If you become dissatisfied with our charges or services, we encourage you to bring that to our attention immediately. We believe that most problems of this nature can be resolved through good faith discussion. In the event that we cannot resolve a dispute through discussion, we retain the right to elect confidential binding arbitration of any dispute arising out of or in any way relating to the Firm's representation of you (except to the extent required otherwise by Part 137 as noted above). The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. The arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held.

6. **Communications**. During the course of this engagement, each of us agrees to communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **Use of Technology and Artificial Intelligence**. In providing legal services, the Firm may, in appropriate circumstances, utilize Firm-approved technologies, including software that uses machine learning and other forms of artificial intelligence ("AI"). Our attorneys maintain independent professional judgment and responsibility for all legal advice and work product. We do not delegate legal decision-making to AI. Client confidential information will not be used to train external AI models. Unless otherwise agreed in writing, fees will continue to be determined in accordance with the Client's billing arrangement with the Firm, and you agree that we may bill for lawyer time spent on AI-assisted work product, as well as for associated reasonable technology charges or vendor fees.

8. **In-Firm Privilege**. Our Firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our Firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

9. **Application to Subsequent Matters**. The agreement reflected in these Terms of Representation, and in the accompanying engagement letter, applies to our present representation of you and to any subsequent matters which we agree to undertake on your behalf, unless we agree in writing to a different arrangement.

10. **Client File: Retention and Destruction**. Some materials related to our representation of Client (e.g., administrative records, time and expense reports, accounting records, internal work product (including notes, drafts, internal memoranda, research, etc.) prepared for the internal use of our lawyers) belong to us and will be handled in accordance with our document retention policy. We retain the right to destroy or dispose of these internal materials at any time, subject to applicable laws.

Other materials are considered client files and belong to the Client. Upon Client's request, the Firm will return files in connection with the representation to the Client (subject to the Firm's right to retain the files until outstanding fees and costs have been paid), while reserving the right to make and retain copies of such files at the Firm's expense. The Firm will release the files to the Client only following receipt by the Firm of an authorization requesting release of the files and containing appropriate directions. We reserve the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. It is the current practice of the Firm to maintain Client materials of significance according to the Firm's retention schedule and applicable laws, which is often a period of seven years following the conclusion of the matter. If the Client does not request a return of its files within the Firm's retention period, the Firm may, at the end of such period, destroy the files without further notice to you.

11. **Termination of Representation**. You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request

such permission, and your consent to withdrawal shall not be unreasonably withheld.

Our representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) our withdrawal from our representation of you, or (c) completion of services we were retained to provide. In the event there has been no work performed by our attorneys on your behalf for a period of twelve (12) consecutive months, Client agrees that our attorney-client relationship will have been terminated.

Upon termination of our involvement in a particular matter for which we were engaged, we will have no duty to perform ongoing services of any type or advise you as to the matter.

12. **Governing Law and Venue**. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

13. **Advance Conflict of Interest Waiver for Non-Litigation Matters.** Bond is a general-service law firm and we represent many other clients covering a wide range of matters. Some of these other clients may be your competitors, vendors, or customers. It is possible that some of our present or future clients will ask us to represent them in matters where their interests are adverse or potentially adverse to your interests during the time that we represent you. As an integral part of this engagement, Client agrees that Bond may, either now or in the future, represent other clients in non-litigation matters that are adverse to Client provided that (1) such adverse matters are not substantially related to the matters in which we represent Client; (2) the Firm believes that the exercise of its independent professional judgment on behalf of the Client will not be adversely affected; and (3) the Firm can properly maintain Client's confidential information. These matters could be adverse for any number of reasons, including because they involve Client's competitors or others with whom Client has a legal or business dispute. For clarity, this advance waiver applies only to non-litigation matters and does not permit us to oppose you in a lawsuit, arbitration, mediation, or government enforcement action, without your separate informed written consent at that time.

14. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Res. No. 2

October 19, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Amending City Fees and Charges Schedule for Tax Foreclosure Fees

The City of Watertown adopted the In Rem Tax Foreclosure Act on April 20, 2026. Included in the amended City Charter sections for property tax enforcement is Section 173.2 which allows the City to recover its costs related to the foreclosure action including but not limited to filing fees, title search fees, publication costs, service fees, posting fees, attorneys' fees, postage fees and stationery costs.

Based upon consultation with the City's tax foreclosure attorney the recommended foreclosure fee for the current group of foreclosures certified by City Council on September 8, 2026 is $575 per parcel minimally. The minimum fee is comprised of the attorney fee ($400 per parcel) and the title search ($175 per parcel). Once a foreclosure judgment is entered there will be additional court ordered costs to recoup the other incidental costs incurred.

Resolution No. 2 October 19, 2026

RESOLUTION

Amending City Fees and Charges Schedule
For Tax Foreclosure Fees

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the City Council established a City Fees and Charges Schedule for the City of Watertown, as authorized by Local Law No. 2 of 2016, and

WHEREAS the Fiscal Year 2026-2027 City Fees and Charges Schedule was adopted by City Council on May 21, 2026 when the Fiscal Year 2026-2027 Budget was adopted, and

WHEREAS the City of Watertown on April 20, 2026 adopted the In Rem Tax Foreclosure Act, and

WHEREAS Section 173.2 of the City Charter (In Rem Foreclosure Act) addresses the additional fees owed during the foreclosure process including but not limited to filing fees, title search fees, publication costs, service fees, posting fees, attorneys' fees, postage fees and stationery costs,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the below changes to the City Fees and Charges Schedule:

City Comptroller Fees:

Delete:

Lien Search Fee	$95
Tax Advertising Fee	$15

Add:

Tax Foreclosure Fee:

- Prior to entry of foreclosure judgment: $575 per parcel
- After issuance of entry of foreclosure judgment: Minimum of $575 per parcel plus additional Court ordered costs

Seconded by _____

Res No. 3

October 19, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2025-26 General Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

The City Comptroller's Office is in the process of preparing the Annual Financial Report for filing with the New York State Comptroller as required by October 28th, as well as preparing the financial statements for the independent audit. In connection with these reports, it is necessary to re-adopt various funds' budgets to bring various expenditure line items within budget.

Transfers of note included within this resolution:

1. Additional funding has been transferred to the Code Enforcement's contracted services line item in the amount of $254,275 to fund the deficit in this line created by the demolition of 223 J.B. Wise Place. Based on the dates of the work the expense will be recorded in both Fiscal Year 2025-26 ($234,867) and Fiscal Year 2026-27 ($194,647).

2. Funding included in the Adopted Fiscal Year 2025-26 Sewer Fund budget for the lift stations stand-by generator installation project – phase 3 ($156,400) is being transferred to a Capital Projects Fund as the project was not able to be commenced prior to June 30th.

An analysis of the FY 2025-26 results will be provided in November following the submission of the annual report to the State Comptroller. The audit by Bowers and Company will begin in November.

Resolution No. 3 October 19, 2026

RESOLUTION

Readopting Fiscal Year 2025-26 General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS on June 2, 2025 the City Council passed a resolution adopting the Budget for Fiscal Year 2025-26, and

WHEREAS certain Fiscal Year 2025-26 expenditure lines for the General Fund, Community Development Fund, Risk Retention Fund, Water Fund, Sewer Fund, Library Fund and Self-Funded Health Insurance Fund are overdrawn,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts and makes the following adjustments to the Fiscal Year 2025-26 Budgets for the General Fund, Community Development Fund, Risk Retention Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets:

GENERAL FUND

A	1010	430	LEGISLATIVE BOARD	Contracted Services	$	300
A	1010	465	LEGISLATIVE BOARD	Equipment < $5,000	$	300
A	1010	810	LEGISLATIVE BOARD	Employee Retirement System	$	900
A	1210	430	MAYOR	Contracted Services	$	75
A	1230	110	MUNICIPAL EXECUTIVE	Salaries	$	8,325
A	1230	430	MUNICIPAL EXECUTIVE	Contracted Services	$	475
A	1230	440	MUNICIPAL EXECUTIVE	Fees, Non-employee	$	3,650
A	1230	450	MUNICIPAL EXECUTIVE	Miscellaneous	$	2,075
A	1315	120	COMPTROLLER	Clerical	$	22,100
A	1315	420	COMPTROLLER	Insurance	$	1,450
A	1315	430	COMPTROLLER	Contracted Services	$	23,625
A	1315	440	COMPTROLLER	Fees, Non-employee	$	1,975
A	1315	830	COMPTROLLER	Social Security	$	1,050
A	1315	840	COMPTROLLER	Workers' Compensation	$	25
A	1315	850	COMPTROLLER	Health Insurance	$	300
A	1345	110	PURCHASING	Salaries	$	5,150
A	1345	120	PURCHASING	Clerical	$	1,875
A	1345	430	PURCHASING	Contracted Services	$	50

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	1345	465	PURCHASING	Equipment < $5,000	$	725
A	1345	850	PURCHASING	Health Insurance	$	725
A	1355	110	ASSESSMENT	Salaries	$	300
A	1355	130	ASSESSMENT	Wages	$	2,600
A	1355	430	ASSESSMENT	Contracted Services	$	1,500
A	1355	450	ASSESSMENT	Miscellaneous	$	1,425
A	1355	810	ASSESSMENT	NYS Retirement	$	5,450
A	1355	850	ASSESSMENT	Health Insurance	$	650
A	1410	110	CLERK	Salaries	$	4,800
A	1410	150	CLERK	Overtime	$	150
A	1410	430	CLERK	Contracted Services	$	600
A	1410	850	CLERK	Health Insurance	$	275
A	1420	430	LAW	Contracted Services	$	175
A	1420	440	LAW	Fees, Non-employee	$	123,325
A	1430	110	CIVIL SERVICE	Salaries	$	1,000
A	1430	850	CIVIL SERVICE	Health Insurance	$	400
A	1435	110	HUMAN RESOURCES	Salaries	$	550
A	1435	465	HUMAN RESOURCES	Equipment < $5,000	$	175
A	1435	850	HUMAN RESOURCES	Health Insurance	$	275
A	1440	120	ENGINEERING	Clerical	$	1,550
A	1440	150	ENGINEERING	Overtime	$	75
A	1440	420	ENGINEERING	Insurance	$	50
A	1440	465	ENGINEERING	Equipment < $5,000	$	6,400
A	1490	175	PUBLIC WORKS ADMINISTRATION	Health Insurance Buy-out	$	1,450
A	1490	410	PUBLIC WORKS ADMINISTRATION	Utilities	$	24,425
A	1490	420	PUBLIC WORKS ADMINISTRATION	Insurance	$	600
A	1490	440	PUBLIC WORKS ADMINISTRATION	Fees, Non-employee	$	1,800
A	1490	465	PUBLIC WORKS ADMINISTRATION	Equipment < $5,000	$	850
A	1620	130	MUNICIPAL BUILDINGS	Wages	$	15,950
A	1620	150	MUNICIPAL BUILDINGS	Overtime	$	12,400
A	1620	175	MUNICIPAL BUILDINGS	Health Insurance Buy-out	$	500
A	1620	410	MUNICIPAL BUILDINGS	Utilities	$	28,350

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	1620	440	MUNICIPAL BUILDINGS	Fees, Non-employee	$	250
A	1620	460	MUNICIPAL BUILDINGS	Materials and Supplies	$	2,625
A	1620	810	MUNICIPAL BUILDINGS	NYS Retirement	$	6,200
A	1620	830	MUNICIPAL BUILDINGS	Social Security	$	2,025
A	1640	110	CENTRAL GARAGE	Salaries	$	350
A	1640	130	CENTRAL GARAGE	Wages	$	375
A	1640	150	CENTRAL GARAGE	Overtime	$	2,100
A	1640	250	CENTRAL GARAGE	Other Equipment	$	64,850
A	1640	410	CENTRAL GARAGE	Utilities	$	13,675
A	1640	420	CENTRAL GARAGE	Insurance	$	400
A	1640	430	CENTRAL GARAGE	Contracted Services	$	15,950
A	1640	440	CENTRAL GARAGE	Fees, Non-employee	$	100
A	1640	460	CENTRAL GARAGE	Materials and Supplies	$	106,800
A	1670	450	CENTRAL PRINTING & MAILING	Miscellaneous	$	150
A	1680	110	INFORMATION TECHNOLOGY	Salaries	$	675
A	1680	440	INFORMATION TECHNOLOGY	Fees, Non-employee	$	200
A	1680	455	INFORMATION TECHNOLOGY	Vehicle Maintenance	$	75
A	1950	430	REAL PROPERTY TAXES	Contracted Services	$	6,100
A	3120	110	POLICE	Salaries	$	11,900
A	3120	120	POLICE	Clerical	$	6,225
A	3120	150	POLICE	Overtime	$	265,825
A	3120	155	POLICE	Holiday Pay	$	10,025
A	3120	180	POLICE	Roll Call Pay	$	4,575
A	3120	185	POLICE	On-call Pay	$	15,300
A	3120	195	POLICE	Clothing/Cleaning Allowance	$	2,100
A	3120	420	POLICE	Insurance	$	3,075
A	3120	430	POLICE	Contracted Services	$	62,175
A	3120	440	POLICE	Fees, Non-employee	$	5,900
A	3120	455	POLICE	Vehicle Maintenance	$	3,750
A	3120	465	POLICE	Equipment < $5,000	$	18,150
A	3120	810	POLICE	NYS Retirement	$	1,025
A	3120	830	POLICE	Social Security	$	350

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	3410	110	FIRE	Salaries	$	16,450
A	3410	120	FIRE	Clerical	$	2,100
A	3410	130	FIRE	Wages	$	215,925
A	3410	150	FIRE	Overtime	$	439,225
A	3410	155	FIRE	Holiday Pay	$	5,175
A	3410	190	FIRE	EMT Incentive	$	2,000
A	3410	250	FIRE	Other Equipment	$	2,675
A	3410	410	FIRE	Utilities	$	13,425
A	3410	420	FIRE	Insurance	$	2,850
A	3410	455	FIRE	Vehicle Maintenance	$	40,750
A	3410	820	FIRE	Fire Retirement System	$	99,100
A	3410	830	FIRE	Social Security	$	16,875
A	3620	110	CODE ENFORCEMENT	Salaries	$	350
A	3620	120	CODE ENFORCEMENT	Clerical	$	1,525
A	3620	130	CODE ENFORCEMENT	Wages	$	14,950
A	3620	150	CODE ENFORCEMENT	Overtime	$	6,450
A	3620	430	CODE ENFORCEMENT	Contracted Services	$	254,275
A	3620	450	CODE ENFORCEMENT	Miscellaneous	$	2,775
A	3620	830	CODE ENFORCEMENT	Social Security	$	375
A	3620	850	CODE ENFORCEMENT	Health Insurance	$	11,325
A	5010	110	MUNICIPAL MAINTENANCE	Salaries	$	6,425
A	5010	410	MUNICIPAL MAINTENANCE	Utilities	$	24,600
A	5010	420	MUNICIPAL MAINTENANCE	Insurance	$	675
A	5010	440	MUNICIPAL MAINTENANCE	Fees, Non-employee	$	1,500
A	5010	465	MUNICIPAL MAINTENANCE	Equipment < $5,000	$	1,700
A	5110	140	MAINTENANCE OF ROADS	Temporary	$	125
A	5110	150	MAINTENANCE OF ROADS	Overtime	$	850
A	5110	250	MAINTENANCE OF ROADS	Other Equipment	$	70,800
A	5110	465	MAINTENANCE OF ROADS	Equipment < $5,000	$	300
A	5110	840	MAINTENANCE OF ROADS	Workers' Compensation	$	24,900
A	5142	110	SNOW REMOVAL	Salaries	$	2,600
A	5142	150	SNOW REMOVAL	Overtime	$	15,375

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	5142	410	SNOW REMOVAL	Utilities	$	1,550
A	5142	460	SNOW REMOVAL	Materials and Supplies	$	31,700
A	5184	110	HYDROELECTRIC PRODUCTION	Salaries	$	15,250
A	5184	130	HYDROELECTRIC PRODUCTION	Wages	$	875
A	5184	250	HYDROELECTRIC PRODUCTION	Other Equipment	$	10,500
A	5184	420	HYDROELECTRIC PRODUCTION	Insurance	$	825
A	5184	430	HYDROELECTRIC PRODUCTION	Contracted Services	$	28,500
A	5184	830	HYDROELECTRIC PRODUCTION	Social Security	$	1,000
A	5184	840	HYDROELECTRIC PRODUCTION	Workers' Compensation	$	1,800
A	5184	850	HYDROELECTRIC PRODUCTION	Health Insurance	$	200
A	5186	130	TRAFFIC CONTROL & LIGHTING	Wages	$	325
A	5186	150	TRAFFIC CONTROL & LIGHTING	Overtime	$	7,700
A	5186	230	TRAFFIC CONTROL & LIGHTING	Motor Vehicles	$	8,300
A	5186	410	TRAFFIC CONTROL & LIGHTING	Utilities	$	145,675
A	5186	430	TRAFFIC CONTROL & LIGHTING	Contracted Services	$	26,175
A	5186	840	TRAFFIC CONTROL & LIGHTING	Workers' Compensation	$	300
A	5630	120	BUS	Clerical	$	900
A	5630	150	BUS	Overtime	$	5,775
A	5630	175	BUS	Health Insurance Buy-out	$	425
A	5630	410	BUS	Utilities	$	6,850
A	5630	420	BUS	Insurance	$	700
A	5630	430	BUS	Contracted Services	$	1,500
A	5630	440	BUS	Fees, Non-employee	$	400
A	5630	840	BUS	Workers' Compensation	$	308,150
A	5650	420	CITY PARKING FACILITIES	Insurance	$	25
A	7020	120	RECREATION ADMINISTRATION	Clerical	$	3,675
A	7020	430	RECREATION ADMINISTRATION	Contracted Services	$	275
A	7110	250	PARKS AND PLAYGROUNDS MAINTENANCE	Other Equipment	$	13,575
A	7110	410	PARKS AND PLAYGROUNDS MAINTENANCE	Utilities	$	36,775
A	7140	140	ATHLETIC FACILITIES MAINTENANCE	Temporary	$	31,000
A	7140	250	ATHLETIC FACILITIES MAINTENANCE	Other Equipment	$	4,125

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	7140	420	ATHLETIC FACILITIES MAINTENANCE	Insurance	$	175
A	7140	850	ATHLETIC FACILITIES MAINTENANCE	Health Insurance	$	13,250
A	7141	850	RECREATION PROGRAMS AND EVENTS	Health Insurance	$	3,350
A	7180	150	SWIMMING POOLS	Overtime	$	10,400
A	7180	410	SWIMMING POOLS	Utilities	$	3,225
A	7180	420	SWIMMING POOLS	Insurance	$	375
A	7180	430	SWIMMING POOLS	Contracted Services	$	7,450
A	7180	450	SWIMMING POOLS	Miscellaneous	$	1,425
A	7180	455	SWIMMING POOLS	Vehicle Maintenance	$	1,000
A	7180	465	SWIMMING POOLS	Equipment < $5,000	$	1,450
A	7180	810	SWIMMING POOLS	NYS Retirement	$	5,100
A	7180	850	SWIMMING POOLS	Health Insurance	$	1,950
A	7190	110	GOLF COURSE	Salaries	$	5,475
A	7190	140	GOLF COURSE	Temporary	$	9,875
A	7190	410	GOLF COURSE	Utilities	$	17,425
A	7190	420	GOLF COURSE	Insurance	$	50
A	7190	440	GOLF COURSE	Fees, Non-employee	$	2,075
A	7190	450	GOLF COURSE	Miscellaneous	$	1,700
A	7190	455	GOLF COURSE	Vehicle Maintenance	$	475
A	7190	830	GOLF COURSE	Social Security	$	225
A	7265	110	ICE ARENA	Salaries	$	16,325
A	7265	130	ICE ARENA	Wages	$	40,025
A	7265	250	ICE ARENA	Other Equipment	$	33,900
A	7265	420	ICE ARENA	Insurance	$	625
A	7265	430	ICE ARENA	Contracted Services	$	21,750
A	7265	810	ICE ARENA	NYS Retirement	$	16,700
A	7265	830	ICE ARENA	Social Security	$	2,700
A	8020	110	PLANNING	Salaries	$	5,275
A	8020	120	PLANNING	Clerical	$	2,600
A	8020	410	PLANNING	Utilities	$	125
A	8020	460	PLANNING	Materials and Supplies	$	225
A	8020	810	PLANNING	Employee Retirement System	$	7,250

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	8020	850	PLANNING	Health Insurance	$ 3,000
A	8140	110	STORM SEWER	Salaries	$ 50
A	8140	130	STORM SEWER	Wages	$ 19,800
A	8140	230	STORM SEWER	Motor Vehicles	$ 28,000
A	8140	830	STORM SEWER	Social Security	$ 450
A	8160	110	REFUSE AND RECYCLE	Salaries	$ 350
A	8160	120	REFUSE AND RECYCLE	Clerical	$ 550
A	8160	140	REFUSE AND RECYCLE	Temporary	$ 44,450
A	8160	150	REFUSE AND RECYCLE	Overtime	$ 5,025
A	8160	450	REFUSE AND RECYCLE	Miscellaneous	$ 5,250
A	8160	460	REFUSE AND RECYCLE	Materials and Supplies	$ 2,425
A	9050	800	OTHER EXPENSES	Unemployment Insurance	$ 41,825
A	9060	800	OTHER EXPENSES	Health Insurance - Retirees	$ 238,950
A	9730	700	OTHER EXPENSES	Bond Anticipation Note - Interest	$ 18,275
A	9788	600	OTHER EXPENSES	Lease - Principal	$ 24,200
A	9788	700	OTHER EXPENSES	Lease - Interest	$ 275
A	9950	900	OTHER EXPENSES	Capital Fund Transfer	$ 92,000
A	9960	900	OTHER EXPENSES	Black River Trust Fund	$ 75
	TOTAL				$ 3,698,625

A	1230	850	MUNICIPAL EXECUTIVE	Health Insurance	$ (5,725)
A	1362	430	TAX ADVERTISING	Contracted Services	$ (20,000)
A	1435	430	HUMAN RESOURCES	Contracted Services	$ (14,225)
A	1440	110	ENGINEERING	Salaries	$ (108,525)
A	1440	250	ENGINEERING	Other Equipment	$ (25,000)
A	1440	430	ENGINEERING	Contracted Services	$ (20,425)
A	1440	440	ENGINEERING	Fees, Non-employee	$ (19,850)
A	1440	450	ENGINEERING	Miscellaneous	$ (8,525)
A	1440	810	ENGINEERING	NYS Retirement	$ (14,575)
A	1440	830	ENGINEERING	Social Security	$ (9,175)
A	1490	110	PUBLIC WORKS ADMINISTRATION	Salaries	$ (11,800)
A	1490	120	PUBLIC WORKS ADMINISTRATION	Clerical	$ (22,475)

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	1490	850	PUBLIC WORKS ADMINISTRATION	Health Insurance	$ (16,550)
A	1620	430	MUNICIPAL BUILDINGS	Contracted Services	$ (17,025)
A	1620	850	MUNICIPAL BUILDINGS	Health Insurance	$ (4,950)
A	1640	850	CENTRAL GARAGE	Health Insurance	$ (2,850)
A	1670	460	CENTRAL PRINTING & MAILING	Materials and Supplies	$ (13,750)
A	1680	130	INFORMATION TECHNOLOGY	Wages	$ (10,975)
A	1680	140	INFORMATION TECHNOLOGY	Temporary	$ (10,000)
A	1680	410	INFORMATION TECHNOLOGY	Utilities	$ (13,250)
A	1680	430	INFORMATION TECHNOLOGY	Contracted Services	$ (78,550)
A	1680	450	INFORMATION TECHNOLOGY	Miscellaneous	$ (4,400)
A	1680	465	INFORMATION TECHNOLOGY	Equipment < $5,000	$ (21,000)
A	1680	810	INFORMATION TECHNOLOGY	NYS Retirement	$ (11,550)
A	1680	850	INFORMATION TECHNOLOGY	Health Insurance	$ (3,475)
A	1990	430	CONTINGENCY	Contracted Services	$ (685,000)
A	3120	130	POLICE	Wages	$ (21,475)
A	3120	450	POLICE	Miscellaneous	$ (13,475)
A	3120	460	POLICE	Materials and Supplies	$ (44,875)
A	3120	820	POLICE	Police Retirement System	$ (121,000)
A	3120	840	POLICE	Workers' Compensation	$ (82,925)
A	3120	850	POLICE	Health Insurance	$ (79,825)
A	3410	450	FIRE	Miscellaneous	$ (50,025)
A	3410	465	FIRE	Equipment < $5,000	$ (11,375)
A	3410	840	FIRE	Workers' Compensation	$ (30,675)
A	3410	850	FIRE	Health Insurance	$ (21,175)
A	3510	430	CONTROL OF ANIMALS	Contracted Services	$ (6,450)
A	3620	810	CODE ENFORCEMENT	NYS Retirement	$ (11,200)
A	5010	130	MUNICIPAL MAINTENANCE	Wages	$ (53,000)
A	5010	140	MUNICIPAL MAINTENANCE	Temporary	$ (104,600)
A	5010	430	MUNICIPAL MAINTENANCE	Contracted Services	$ (19,400)
A	5010	455	MUNICIPAL MAINTENANCE	Vehicle Maintenance	$ (26,275)
A	5010	460	MUNICIPAL MAINTENANCE	Materials and Supplies	$ (50,800)
A	5010	810	MUNICIPAL MAINTENANCE	NYS Retirement	$ (29,800)

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
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Mayor PIERCE, Sarah V.C.		
Total ……..		

A	5010	830	MUNICIPAL MAINTENANCE	Social Security	$ (13,475)
A	5010	840	MUNICIPAL MAINTENANCE	Workers' Compensation	$ (13,625)
A	5010	850	MUNICIPAL MAINTENANCE	Health Insurance	$ (5,625)
A	5110	130	MAINTENANCE OF ROADS	Wages	$ (72,000)
A	5110	430	MAINTENANCE OF ROADS	Contracted Services	$ (65,575)
A	5110	455	MAINTENANCE OF ROADS	Vehicle Maintenance	$ (20,625)
A	5110	460	MAINTENANCE OF ROADS	Materials and Supplies	$ (16,000)
A	5110	810	MAINTENANCE OF ROADS	NYS Retirement	$ (19,825)
A	5110	850	MAINTENANCE OF ROADS	Health Insurance	$ (14,650)
A	5142	250	SNOW REMOVAL	Other Equipment	$ (27,000)
A	5142	430	SNOW REMOVAL	Contracted Services	$ (11,025)
A	5142	455	SNOW REMOVAL	Vehicle Maintenance	$ (58,025)
A	5142	810	SNOW REMOVAL	NYS Retirement	$ (34,300)
A	5142	850	SNOW REMOVAL	Health Insurance	$ (23,975)
A	5184	465	HYDROELECTRIC PRODUCTION	Equipment < $5,000	$ (51,225)
A	5186	460	TRAFFIC CONTROL & LIGHTING	Materials and Supplies	$ (45,200)
A	5186	810	TRAFFIC CONTROL & LIGHTING	NYS Retirement	$ (13,950)
A	5630	110	BUS	Salaries	$ (29,725)
A	5630	130	BUS	Wages	$ (63,050)
A	5630	140	BUS	Temporary	$ (46,275)
A	5630	250	BUS	Other Equipment	$ (96,000)
A	5630	450	BUS	Miscellaneous	$ (18,150)
A	5630	455	BUS	Vehicle Maintenance	$ (54,200)
A	5630	465	BUS	Equipment < $5,000	$ (19,825)
A	5630	810	BUS	NYS Retirement	$ (23,650)
A	5630	830	BUS	Social Security	$ (13,500)
A	5630	850	BUS	Health Insurance	$ (59,875)
A	5650	410	CITY PARKING FACILITIES	Utilities	$ (6,900)
A	5650	430	CITY PARKING FACILITIES	Contracted Services	$ (5,000)
A	5650	460	CITY PARKING FACILITIES	Materials and Supplies	$ (11,100)
A	7020	850	RECREATION ADMINISTRATION	Health Insurance	$ (2,050)
A	7110	430	PARKS AND PLAYGROUNDS MAINTENANCE	Contracted Services	$ (18,075)

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
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Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	7110	460	PARKS AND PLAYGROUNDS MAINTENANCE	Materials and Supplies	$ (40,900)
A	7110	850	PARKS AND PLAYGROUNDS MAINTENANCE	Health Insurance	$ (975)
A	7140	130	ATHLETIC FACILITIES MAINTENANCE	Wages	$ (28,050)
A	7140	430	ATHLETIC FACILITIES MAINTENANCE	Contracted Services	$ (6,600)
A	7140	460	ATHLETIC FACILITIES MAINTENANCE	Materials and Supplies	$ (10,000)
A	7140	840	ATHLETIC FACILITIES MAINTENANCE	Workers' Compensation	$ (12,425)
A	7141	110	RECREATION PROGRAMS AND EVENTS	Salaries	$ (9,425)
A	7141	130	RECREATION PROGRAMS AND EVENTS	Wages	$ (12,950)
A	7141	140	RECREATION PROGRAMS AND EVENTS	Temporary	$ (10,675)
A	7141	150	RECREATION PROGRAMS AND EVENTS	Overtime	$ (15,800)
A	7141	430	RECREATION PROGRAMS AND EVENTS	Contracted Services	$ (24,250)
A	7180	130	SWIMMING POOLS	Wages	$ (9,050)
A	7180	140	SWIMMING POOLS	Temporary	$ (13,000)
A	7180	460	SWIMMING POOLS	Materials and Supplies	$ (22,975)
A	7190	130	GOLF COURSE	Wages	$ (10,000)
A	7190	430	GOLF COURSE	Contracted Services	$ (15,275)
A	7190	460	GOLF COURSE	Materials and Supplies	$ (46,300)
A	7265	410	ICE ARENA	Utilities	$ (5,725)
A	7265	455	ICE ARENA	Vehicle Maintenance	$ (7,350)
A	7265	850	ICE ARENA	Health Insurance	$ (2,975)
A	8020	430	PLANNING	Contracted Services	$ (96,300)
A	8140	250	STORM SEWER	Other Equipment	$ (38,225)
A	8140	430	STORM SEWER	Contracted Services	$ (14,200)
A	8140	450	STORM SEWER	Miscellaneous	$ (16,300)
A	8140	455	STORM SEWER	Vehicle Maintenance	$ (14,875)
A	8140	460	STORM SEWER	Materials and Supplies	$ (42,800)
A	8140	850	STORM SEWER	Health Insurance	$ (3,475)
A	8160	130	REFUSE AND RECYCLE	Wages	$ (38,875)
A	8160	430	REFUSE AND RECYCLE	Contracted Services	$ (88,725)
A	8160	455	REFUSE AND RECYCLE	Vehicle Maintenance	$ (36,225)

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
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Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

A	8160	840	REFUSE AND RECYCLE	Workers' Compensation	$ (4,950)
A	8160	850	REFUSE AND RECYCLE	Health Insurance	$ (20,475)
A	9040	800	OTHER EXPENSES	Workers' Compensation	$ (12,050)
A	9065	800	OTHER EXPENSES	Medicare Reimbursements	$ (41,000)
	TOTAL				$(3,698,625)

COMMUNITY DEVELOPMENT FUND

CD	8668	120	CDBG	Clerical	$ 1,775
CD	8668	130	CDBG	Wages	$ 950
CD	8668	440	CDBG Grant	Fees	$ 1,500
CD	8668	830	CDBG	Social Security	$ 400
CD	8668	850	CDBG	Health Insurance	$ 1,800
	Total				$ 6,425
CD	8668	110	CDBG	Salaries	$ (6,425)
	Total				$ (6,425)

RISK RETENTION FUND

				Appropriated Fund Balance	$ 22,250
	Total				$ 22,250
CS	1740	440	RISK RETENTION	Fees	$ 36,250
CS	1930	430	RISK RETENTION	Judgements & Claims	$ (14,000)
	Total				$ 22,250

TOURISM FUND

CT	1113			Occupancy Tax	$ 18,250
	Total				$ 18,250
CT	9510	900	TOURISM	Transfer to General Fund	$ 18,250
	Total				$ 18,250

WATER FUND

RESOLUTION

Readopting Fiscal Year 2025-26 General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

F	1950	430	REAL PROPERTY TAXES	Contracted Services	$ 50
F	8310	110	WATER ADMINISTRATION	Salaries	$ 2,200
F	8310	120	WATER ADMINISTRATION	Clerical	$ 1,025
F	8310	130	WATER ADMINISTRATION	Wages	$ 1,750
F	8310	420	WATER ADMINISTRATION	Insurance	$ 300
F	8310	430	WATER ADMINISTRATION	Contracted Services	$ 18,325
F	8310	455	WATER ADMINISTRATION	Vehicle Maintenance	$ 1,875
F	8320	410	SOURCE OF SUPPLY, POWER & PUMPING	Utilities	$ 23,650
F	8320	420	SOURCE OF SUPPLY, POWER & PUMPING	Insurance	$ 375
F	8320	455	SOURCE OF SUPPLY, POWER & PUMPING	Vehicle Maintenance	$ 1,925
F	8330	110	WATER PURIFICATION	Salaries	$ 1,350
F	8330	150	WATER PURIFICATION	Overtime	$ 8,425
F	8330	250	WATER PURIFICATION	Other Equipment	$ 1,400
F	8330	410	WATER PURIFICATION	Utilities	$ 101,075
F	8330	420	WATER PURIFICATION	Insurance	$ 700
F	8330	460	WATER PURIFICATION	Materials and Supplies	$ 71,950
F	8340	110	TRANSMISSION AND DISTRIBUTION	Salaries	$ 1,025
F	8340	150	TRANSMISSION AND DISTRIBUTION	Overtime	$ 20,325
F	8340	250	TRANSMISSION AND DISTRIBUTION	Other Equipment	$ 52,000
F	8340	410	TRANSMISSION AND DISTRIBUTION	Utilities	$ 525
F	8340	420	TRANSMISSION AND DISTRIBUTION	Insurance	$ 50
F	8340	430	TRANSMISSION AND DISTRIBUTION	Contracted Services	$ 14,800
F	8340	465	TRANSMISSION AND DISTRIBUTION	Equipment < $5,000	$ 3,650
F	8340	840	TRANSMISSION AND DISTRIBUTION	Workers' Compensation	$ 125
F	9040	800	OTHER EXPENSES	Worker's Compensation	$ 325
F	9710	700	OTHER EXPENSES	Serial Bonds - Interest	$ 50
F	9950	900	OTHER EXPENSES	Transfer to Capital Fund	$ 18,000
	TOTAL				$ 347,250

F	1990	430	CONTINGENCY	Contingency	$ (80,000)
F	8330	455	WATER PURIFICATION	Vehicle Maintenance	$ (6,200)
F	8330	465	WATER PURIFICATION	Equipment < $5,000	$ (57,925)

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

F	8340	130	TRANSMISSION AND DISTRIBUTION	Wages	$ (89,450)
F	8340	140	TRANSMISSION AND DISTRIBUTION	Temporary	$ (16,800)
F	8340	450	TRANSMISSION AND DISTRIBUTION	Miscellaneous	$ (16,425)
F	8340	460	TRANSMISSION AND DISTRIBUTION	Materials and Supplies	$ (62,450)
F	8340	830	TRANSMISSION AND DISTRIBUTION	Social Security	$ (4,800)
F	9065	800	OTHER EXPENSES	Medicare Reimbursements	$ (13,200)
	TOTAL				$ (347,250)

SEWER FUND

G	8110	110	SEWER ADMINISTRATION	Salaries	$ 2,200
G	8110	120	SEWER ADMINISTRATION	Clerical	$ 1,025
G	8110	130	SEWER ADMINISTRATION	Wages	$ 1,750
G	8110	420	SEWER ADMINISTRATION	Insurance	$ 200
G	8110	430	SEWER ADMINISTRATION	Contracted Services	$ 14,175
G	8110	450	SEWER ADMINISTRATION	Miscellaneous	$ 4,000
G	8110	460	SEWER ADMINISTRATION	Materials and Supplies	$ 1,000
G	8110	850	SEWER ADMINISTRATION	Health Insurance	$ 1,600
G	8120	110	SANITARY SEWER	Salaries	$ 1,000
G	8120	150	SANITARY SEWER	Overtime	$ 2,625
G	8120	175	SANITARY SEWER	Health Insurance Buy-out	$ 150
G	8120	230	SANITARY SEWER	Motor Vehicles	$ 28,000
G	8120	410	SANITARY SEWER	Utilities	$ 9,900
G	8120	420	SANITARY SEWER	Insurance	$ 1,575
G	8120	430	SANITARY SEWER	Contracted Services	$ 159,925
G	8120	455	SANITARY SEWER	Vehicle Maintenance	$ 8,050
G	8120	850	SANITARY SEWER	Health Insurance	$ 2,975
G	8130	110	SEWAGE TREATMENT AND DISPOSAL	Salaries	$ 4,100
G	8130	410	SEWAGE TREATMENT AND DISPOSAL	Utilities	$ 143,500
G	8130	420	SEWAGE TREATMENT AND DISPOSAL	Insurance	$ 1,875
G	8130	440	SEWAGE TREATMENT AND DISPOSAL	Fees, Non-employee	$ 175
G	8130	850	SEWAGE TREATMENT AND DISPOSAL	Health Insurance	$ 2,950

RESOLUTION

Readopting Fiscal Year 2025-26 General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

G	9040	800	OTHER EXPENSES	Worker's Compensation	$ 550
G	9060	800	OTHER EXPENSES	Health Insurance - Retirees	$ 52,575
G	9065	800	OTHER EXPENSES	Medicare Reimbursements	$ 2,025
G	9089	800	OTHER EXPENSES	Other Employee Benefits	$ 75
G	9710	700	OTHER EXPENSES	Serial Bonds - Interest	$ 1,525
G	9950	900	OTHER EXPENSES	Transfer to Capital Fund	$ 191,100
	Total				$ 640,600

G	1990	430	CONTINGENCY	Contracted Services	$ (55,000)
G	8120	130	SANITARY SEWER	Wages	$ (32,950)
G	8120	250	SANITARY SEWER	Other Equipment	$ (29,675)
G	8120	450	SANITARY SEWER	Miscellaneous	$ (5,000)
G	8120	460	SANITARY SEWER	Materials and Supplies	$ (47,900)
G	8120	465	SANITARY SEWER	Equipment < $5,000	$ (3,800)
G	8120	810	SANITARY SEWER	NYS Retirement	$ (13,000)
G	8130	130	SEWAGE TREATMENT AND DISPOSAL	Wages	$ (15,400)
G	8130	140	SEWAGE TREATMENT AND DISPOSAL	Temporary	$ (11,200)
G	8130	150	SEWAGE TREATMENT AND DISPOSAL	Overtime	$ (27,275)
G	8130	250	SEWAGE TREATMENT AND DISPOSAL	Other Equipment	$ (37,725)
G	8130	430	SEWAGE TREATMENT AND DISPOSAL	Contracted Services	$ (71,000)
G	8130	450	SEWAGE TREATMENT AND DISPOSAL	Miscellaneous	$ (20,000)
G	8130	455	SEWAGE TREATMENT AND DISPOSAL	Vehicle Maintenance	$ (4,600)
G	8130	460	SEWAGE TREATMENT AND DISPOSAL	Materials and Supplies	$ (189,525)
G	8130	465	SEWAGE TREATMENT AND DISPOSAL	Equipment < $5,000	$ (62,450)
G	8130	810	SEWAGE TREATMENT AND DISPOSAL	NYS Retirement	$ (14,100)
	Total				$ (640,600)

LIBRARY FUND

L	7410	120	LIBRARY	Clerical	$ 10,400
L	7410	175	LIBRARY	Health Insurance Buy-out	$ 1,675
L	7410	420	LIBRARY	Insurance	$ 5,050

RESOLUTION

Readopting Fiscal Year 2025-26
General Fund, Community Development Fund, Risk Retention Fund, Tourism Fund, Water Fund, Sewer Fund, Library Fund and Self-funded Health Insurance Fund Budgets

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

L	7410	465	LIBRARY	Equipment < $5,000	$ 300
L	7410	840	LIBRARY	Worker's Compensation	$ 400
L	9040	800	OTHER EXPENSES	Worker's Compensation	$ 150
L	9060	800	OTHER EXPENSES	Health Insurance - Retirees	$ 2,000
	Total				$ 19,975
L	7410	430	LIBRARY	Contracted Services	$ (17,975)
L	7410	850	LIBRARY	Health Insurance	$ (2,000)
	Total				$ (19,975)
SELF FUNDED HEALTH INSURANCE FUND					
MS	1710	110	SELF FUNDED HEALTH INSURANCE	Salaries	$ 800
MS	1710	440	SELF FUNDED HEALTH INSURANCE	Fees	$ 6,025
MS	1710	465	SELF FUNDED HEALTH INSURANCE	Equipment < $5,000	$ 100
MS	1710	850	SELF FUNDED HEALTH INSURANCE	Health Insurance	$ 225
					$ 7,150
MS	9060	430.0030	SELF FUNDED HEALTH INSURANCE	Pharmacy Claims	$ (7,150)
					$ (7,150)
DEBT SERVICE FUND					
				Appropriated Fund Balance	$ 14,625
	Total				$ 14,625
V	9510	900	DEBT SERVICE FUND	Transfer to General Fund	$ 14,625
					$ 14,625

Seconded by _____

Res No. 4

October 19, 2026

To: The Honorable Mayor and City Council

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

Subject: Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2026 Homebuyer Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2026 that was adopted by the City Council on May 4, 2026, included $240,000 for a homebuyer program. The program will assist income eligible homebuyers in paying for the purchase and rehabilitation of approximately six (6) homes in the City. Financial assistance will be available to help low- and moderate-income individuals pay for down payment and closing costs as well as minor home improvements in 1 to 4-unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2026 Homebuyer Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low- and moderate-income persons. Approximately 6 percent of the total grant or $15,000 is budgeted for administration and program delivery, while the remainder of the budget will be used for required environmental testing and to assist first time homebuyers with the purchase and minor rehabilitation of homes.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

Resolution No. 4 October 19, 2026

RESOLUTION

Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2026 Homebuyer Program

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

RIntroduced by _____

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2026 includes a Homebuyer Program that allocates funding for the purchase and rehabilitation of approximately six (6) housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Homebuyer Program to consist of $240,000 in funding for the purchase, rehabilitation, administration, and program delivery, and

WHEREAS the City is financing this project using Community Development Block Grant (CDBG) Entitlement funding from Program Year 2026, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared, and

WHEREAS to avoid committing a choice-limiting action prior to the completion of an environmental review for a CDBG-funded project, the City cannot enter into a binding agreement with Neighbors of Watertown until after receiving an Authority to Use Grant Funds for the project from the United States Department of Housing and Urban Development (HUD),

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2026 Homebuyer Program, a copy of which is attached and made a part of this resolution, and

RESOLUTION

Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2026 Homebuyer Program

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

BE IT FURTHER RESOLVED that upon receipt of an Authority to Use Grant Funds from HUD and not before receiving said Authority to Use Grant Funds, the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Neighbors of Watertown.

Seconded by _____

SUB-RECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2026 HOMEBUYER PROGRAM

THIS AGREEMENT entered this _____ day of _____, 2026 by and between the City of Watertown (herein called the "Grantee") and Neighbors of Watertown, Inc. (herein called the "Sub-recipient").

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds,

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient is responsible for delivering the Grantee's 2026 Community Development Block Grant Homebuyer Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient's efforts under this Agreement will be the closing of at least six (6) income eligible homebuyer housing units. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

1. **Homebuyer program guidelines, administrative procedures, plans and forms**: The Sub-recipient will administer the program using the Homebuyer Program Guidelines established by the Grantee, including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies, as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up and contractor

selection, construction administration and payments). The Sub-recipient will establish other necessary forms, documents, or sample contracts for administration of the program, subject to approval by the Grantee.

2. **Outreach**: The Sub-recipient will conduct sufficient advertising of the homebuyer program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing goal stated in this agreement.

3. **Intake/assessment of eligibility**: The Sub-recipient will assist potential property owners in the completion of applications to permit eligibility determinations for homebuyer assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income, when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.

4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

   In the course of completing environmental reviews, the Grantee may require site specific information from the Sub-recipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Sub-recipient is responsible for providing accurate and complete documentation. The Sub-recipient shall not authorize the start of any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups**: For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

6. **Lead Based Paint**: For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for

addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use "safe work practices" and performance of a "clearance inspection" at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

7. **Asbestos**: For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.

8. **Bank financing**: For those applicants required to secure a portion of the mortgage financing or financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.

9. **Solicitation and selection of contractors**: The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.

10. **Periodic and final inspections**: The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient and signed by the property owner prior to final payment to the contractor.

11. **Approval of contractor payments**: As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.

12. **Maintenance of case files and other records**: For each applicant, the Sub-recipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the purchase of homes that are occupied by low- or moderate-income households.

The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of homebuyer financing and all activity delivery expenses will directly benefit low- or moderate-income persons.

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to the closing of at least six (6) income eligible homebuyer housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Homebuyer Program will be carried out by the following staff positions that will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

Staff Member Title	General Program Duties
Executive Director	Overall administration of the Program activities; General program oversight and administration;
Housing Program Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; assist with securing bank financing, maintain all program records and required grant documentation; ensure compliance upon completion
Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Sub-recipient shall start on October 20, 2026, and end on June 30, 2028. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described homebuyer tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	April 2027
50% of Funds Expended	October 2027
100% of Funds Expended	April 2028
Project Closeout	June 2028

III. BUDGET

A. Line-Item Budget

The following is the budget for the homebuyer program to be administered by the Sub-recipient.

Homebuyer loans	$ 210,000.00
Environmental Testing Fees	$ 15,000.00
Administration and Program Delivery	$ 15,000.00
TOTAL	$ 240,000.00

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $240,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Sub-recipient's staff and property owner.

*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line-item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Eric Wagenaar, City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7730
Fax: (315) 782-9014

Sub-recipient

Reginald J. Schweitzer, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days' notice, by the insurer, of any intent to cancel or discontinue the Sub-recipient's coverage.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 and 200.447, Bonding requirements and Insurance and indemnification.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement.

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken.
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
c. Records required to determine the eligibility of activities.
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of

service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The Sub-recipient will not use any program income. All program income will be returned to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee

ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all

other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either

for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq*.
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, and 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when

dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Eric Wagenaar, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

Res No. 5

October 19, 2026

To: The Honorable Mayor and City Council

From: Dan VanKouwenberg, City Forester

Subject: Approving and Endorsing Applications for Funding Through the New York State Department of Environmental Conservation (NYS DEC) Community Reforestation Round 2 (CoRe 2) Program to Remove/ Control Woody Invasive Plants in Bicentennial, Thompson, and Waterworks Parks

The NYS DEC has recently announced that $20,000,000 of grant funding is available through Round 2 of the Community Reforestation program. Funding is available for municipalities to expand, restore and establish healthy forested natural areas in urban communities across New York State. The minimum grant amount is $300,000. This is a fully funded grant opportunity, with no match required.

Staff is proposing that the City apply for $300,000-$500,000 in funding to remove invasive buckthorn, honeysuckle and oriental bittersweet in Bicentennial, Thompson, and Waterworks Parks. This project would expand the recent efforts to remove invasives in Thompson Park that have included extensive volunteer efforts by the Friends of Thompson Park, contracted removal and work completed by Parks and Recreation and DPW Staff.

The proposed 'control competing vegetation' project would take place around the Goose Pond and Gotham Street entrance to the Park. This is in keeping with the Landscape Management Overview in the Thompson Park Masterplan. Similar removal/ control efforts would take place in Bicentennial and Waterworks Parks to enhance habitat and recreation along the Black River. This grant covers a combination of mechanical and targeted chemical means of removal/ control of the invasive woody plants.

In addition to removal/ control of these woody invasives, the funding would cover the cost of trees, shrubs, groundcover, tools and supplies, and salary and fringe costs for staff working on the project.

The attached resolution number 5 authorizes and endorses an application for funding under round 2 of the NYS DEC's Community Reforestation grant program.
The City Forester will write and submit the bid. If awarded, the City Forester will also serve as the project coordinator.

Resolution No. 5 October 19, 2026

RESOLUTION

Approving and Endorsing Applications for Funding Through the New York State Department of Environmental Conservation (NYS DEC) Community Reforestation Round 2 (CoRe 2) Program to Remove/ Control Woody Invasive Plants in Bicentennial, Thompson, and Waterworks Parks

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the New York State Department of Environmental Conservation (NYSDEC) has announced that grant funding is available through the Community Reforestation Program to expand, restore, and establish healthy forested natural areas in or near urban communities across New York State, and

WHEREAS invasive species can negatively impact public infrastructure, reduce property values, increase wildfire risks, and degrade the recreational value of city parks and waterways, and

WHEREAS Watertown is the primary urban, commercial, and cultural center of Jefferson County, New York and the Northern New Your region, and

WHEREAS Watertown is committed to the continued restoration of natural areas in City parks, and

WHEREAS the City of Watertown wishes to apply for funding in an amount not to exceed $500,000 to control woody invasive plants and restore areas of Bicentennial, Thompson and Waterworks Park,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves and endorses the City's application to the NYSDEC for a grant under the Community Reforestation Program for a project known as the Control of Woody Invasives in Watertown Parks, and

BE IT FURTHER RESOLVED that the City Forester, Dan VanKouwenberg, is hereby authorized and directed to file an application for funding in an amount not to exceed $500,000.

Seconded by _____

Res. No. 6

October 19, 2026

To: The Honorable Mayor and City Council

From: Thomas S.M. Compo, P.E., City Engineer

Subject: Approving the Proposal for Architectural Design Services for the Zoo New York Visitor Center Roof Replacement - GYMO Architecture, Engineering, and Land Surveying

The City Engineer, Code Enforcement Officer, and Building Management made a site visit to the Zoo New York Little Trees Visitor Center and prepared a draft cost estimate of its condition. A copy of this estimate was then presented to the City Council in a Staff Report at their April 20, 2026, meeting.

At the July 20, 2026, City Council meeting, a letter was received from Kenneth A. Mix, Chair of the Board of Directors of the Thompson Park Conservancy, and Dr. Mark D. Irwin, Interim Executive Director / CEO / DVM of Zoo New York at Thompson Park, regarding the City's longtime partnership and potential financial support for the zoo.

On September 25, 2026. A request for proposals was sent out to several professional firms for architectural services associated with the design for replacement of the roof, repairs to the exterior building envelope, and entrance timber framing.

The proposals and their corresponding fees were received on October 09, 2026, and, after review, the Engineering Department recommends GYMO Architecture, Engineering, and Land Surveying for architectural services for a fee of $18,680.00.

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

Resolution No. 6 October 19, 2026

RESOLUTION

Approving The Proposal for Architectural Design Services for the Zoo New York Visitor Center Roof Replacement – GYMO Architecture, Engineering, and Land Surveying

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the City Engineer, Code Enforcement Officer, and Building Management made a site visit and prepared a draft cost estimate of the condition of the Little Trees Visitor Center, and provided a copy to the City Council in a Staff Report at their April 20, 2026, meeting, and

WHEREAS at its July 20, 2026, meeting, the City Council received a letter from Kenneth A. Mix, Chair of the Board of Directors of the Thompson Park Conservancy, and Dr. Mark D. Irwin, Interim Executive Director / CEO / DVM of Zoo New York at Thompson Park, regarding the City's longtime partnership and potential financial support for the zoo, and

WHEREAS on September 25, 2026, the Engineering Department requested proposals from several Professional Firms for architectural services associated with the design for replacement of the cedar shingle and living roof, exterior building envelope, entrance timber framing, and

WHEREAS the Engineering Department received the requested proposals and their included fee schedules on October 9, 2026, for review, and

WHEREAS the City's Engineering Department recommends GYMO Architecture, Engineering, and Land Surveying for architectural design services, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the proposal from GYMO Architecture, Engineering, and Land Surveying for architectural services in the amount of $18,680.00, and

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown or their designee is hereby authorized and directed to enter into and execute said proposal on behalf of the City of Watertown

Seconded by _____

Res. No. 7

October 19, 2026

To: The Honorable Mayor and City Council

From: Thomas S.M. Compo, P.E., City Engineer

Subject: Approving the Proposal for Architectural Design Services for the Water Distribution Roof Replacement - GYMO Architecture, Engineering, and Land Surveying

The roof of the main building of the Water Distribution Plant has reached the end of its useful life and has had several leaks. Part of the City's adopted 2026-2027 Capital Budget included $525,000.00 for repairs and/or replacement.

On September 23, 2026, a request for proposals was sent out to several professional firms for architectural services associated with the design for replacement of the Water Distribution Roof, including repairs to both the administration and shop roofs.

The proposals and corresponding fees were received on October 09, 2026, and, after review, the Engineering Department recommends GYMO Architecture, Engineering, and Land Surveying for a fee of $13,620.00.

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

Resolution No. 7 October 19, 2026

RESOLUTION

Approving The Proposal for Architectural Design Services for the Water Distribution Roof Replacement – GYMO Architecture, Engineering, and Land Surveying

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the roof of the main building of the Water Distribution Plant has reached the end of its useful life and has had several leaks, and

WHEREAS the City Council adopted the 2026-2027 budget, including $525,00.00 for repairs and/or replacement of the roof, and

WHEREAS on September 23, 2026, the Engineering Department requested proposals from several Professional Firms for architectural services associated with the design for replacement of the Water Distribution Roof, and

WHEREAS the Engineering Department received the requested proposals and their included fee schedules on October 9, 2026, for review, and

WHEREAS the City's Engineering Department recommends GYMO Architecture, Engineering, and Land Surveying for architectural services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the proposal from GYMO Architecture, Engineering, and Land Surveying for architectural services in the amount of $13,620.00, and

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown or their designee is hereby authorized and directed to enter into and execute said proposal on behalf of the City of Watertown

Seconded by _____

Res. No. 8

October 19, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Adopting the City of Watertown Social Media Policy

On January 21, 2020, the City Council adopted Resolution No. 8, authorizing the establishment of an official Citywide Facebook page and directing the City Manager to develop rules and regulations governing postings, public comments, and administration of the page.

The proposed Social Media Policy establishes guidelines for City-created and City-managed social media accounts, including administration, content, public participation, security, and records retention.

Council Members were provided the opportunity to review the proposed policy and submit questions or comments. No substantive feedback or revisions were requested.

A resolution adopting the attached policy is presented for Council's consideration. Upon adoption, the policy will take effect immediately.

Resolution No. 8 October 19, 2026

RESOLUTION

Adopting the City of Watertown Social Media Policy

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS, on January 21, 2020, the City Council adopted Resolution No. 8, authorizing the establishment of an official Citywide Facebook page and directing the City Manager to develop rules and regulations governing postings, public comments, and administration of the page; and

WHEREAS, the City desires to establish a comprehensive Social Media Policy governing City-created and City-managed social media accounts, including their administration, content, public participation, security, and records retention; and

WHEREAS, the proposed Social Media Policy was provided to the City Council on October 5, 2026, for review and consideration;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the City of Watertown Social Media Policy; and

BE IT FURTHER RESOLVED that the policy is attached hereto and made part of this Resolution and shall take effect immediately upon adoption.

Seconded by _____

City of Watertown
Social Media Policy

Purpose & Scope

On January 21, 2020, the City Council adopted Resolution No. 8, establishing one official Citywide Facebook page and authorizing the City Manager to develop rules and regulations governing its content, administration, and public comments. This policy builds upon that authorization and establishes updated standards for the City's official social media accounts.

The City of Watertown uses its official social media to provide residents with information about City services, programs, emergencies, and events. This policy applies to all City-created or City-managed social media accounts and anyone authorized to post on the City's behalf. This policy does not apply to third-party organizations, volunteer organizations, contractors, or independent entities.

Social media includes Facebook, X (Twitter), Instagram, YouTube, TikTok, Threads, and other similar platforms. All official social media accounts are for City business only.

To ensure that the City's social media accounts are used for these intended purposes, it is necessary to establish rules of procedure for usage of such sites by City personnel and the public. Utilization of City-approved social media sites must adhere to this policy. The guidelines may be supplemented by administrative rules and regulations issued by the City. Other City policies, including the Use of Communication Systems and Equipment, remain applicable.

The City website shall remain the City's primary and predominant internet presence. Wherever practicable, content posted to official social media shall link back to the City website for more in-depth information, forms, documents, or online services.

This policy governs official City-created or City-managed social media accounts and persons authorized to post on behalf of the City through such official accounts. This policy does not regulate, restrict, or control the personal, campaign, political, constituent-service, or elected-official speech of the Mayor or any Councilor when such individual is speaking in an individual capacity and not posting on behalf of the City through an official City-created or City-managed account. The use of an elected official's title, photograph, or identification as a City official on a personal social media account does not convert the account into an official City account. Elected officials are encouraged to clearly distinguish personal, political, campaign, and constituent-service communications from official City communications issued through City-managed accounts. Statements made through such personal accounts represent the views of the account holder and not the City.

Accounts independently established or maintained by the Mayor or individual Council Members are not City-authorized social media accounts unless expressly approved under this policy. An official's title, photograph, or identification as a City official does not, by itself,

establish City authorization. This designation does not determine whether particular content is subject to FOIL, records retention requirements, or other applicable law.

Section 1 – Use of City Social Media by City Employees

Ownership & Administration

- All official accounts, content, and messages are property of the City.
- Posts to official City social media accounts must receive prior approval from the City Manager, or their designee, unless specific personnel have been granted authority to post without individual approval.
- Employees have no expectation of privacy regarding information posted on City social media.
- Creation of any official social media account requires prior approval by the City Manager, or their designee. Use strong, unique passwords and multi-factor authentication where possible.
- The IT Manager shall maintain a current inventory of all official accounts, including usernames and passwords, and must be notified of any new accounts or administrative changes. The City must be able to immediately edit or remove content from all official accounts.
- The City Manager, or their designee, shall approve the establishment and continued operation of official City social media accounts and may direct their consolidation or discontinuance, subject to applicable records retention requirements. Administrative procedures shall identify authorized accounts and the personnel responsible for their operation.
- Before an official account is discontinued, the City shall preserve its records in accordance with applicable retention requirements.

Posting Guidelines

Employees managing official accounts must:

- Keep posts factual, timely, and relevant to City business.
- Post only official City information, including but not limited to:
    - Legal notices
    - Public meeting notices and virtual links
    - Announcements of City events or closures
    - Emergency alerts

    - Environmental or community engagement updates
- Not post confidential, personal, or legally restricted information.
- Obtain appropriate permissions, including copyright licenses and individual consent, for all media (images, videos, quotes). Prior to posting photos or video of members of the public, obtain appropriate consent/waivers when required by law or policy.
- Protect the identity of citizens; content shall not contain malicious, intimidating, harassing, discriminatory, sexual, profane, or defamatory remarks.
- Use plain, professional language; correct errors transparently.
- Nothing in this Policy will be construed or applied to limit employees' rights under the New York State Public Employees' Fair Employment Act (Taylor Law) or other applicable law, including the right to engage in protected concerted activity. The City prohibits retaliation against any employee who in good faith reports or participates in an investigation of a suspected policy violation.

Security

- Limit access to login information to authorized staff; remove access immediately when roles change.
- City email addresses shall be used to register and administer official pages. Personal profiles should not administer City pages unless expressly approved by the City Manager, or their designee. Employees shall not use City resources to cause the City to incur fees or charges without prior written authorization.
- Avoid logging in through unsecured devices or third-party apps.
- Minimize external links to non-City websites to reduce risk.
- Report suspected security breaches immediately.
- All content created, received, or maintained on official social media that relates to City business, including comments, direct messages, and removed content, may constitute a public record subject to the New York Freedom of Information Law (FOIL). Departments are responsible for preserving records in accordance with applicable retention schedules.
- Use of third-party social media platforms is subject to those platforms' terms of service, which may include indemnification and venue provisions. Departments shall consult the City Manager, or their designee, before agreeing to any terms that bind the City, and should use any government terms offered by the platform where available.

Use of Personal Social Media Accounts

- Employees may not speak on behalf of the City on personal social media.

- Employees must make clear they are speaking for themselves if their personal social media activity could reasonably be mistaken for an official City statement.
- Do not use City logos or imply endorsement by the City when using personal social media accounts.

Elections & Advocacy

- City accounts must remain strictly nonpartisan.
- No campaign content, electioneering, or fundraising for candidates or ballot questions.
- Routine, factual election information (e.g., deadlines, polling info) may be shared.

Section 2 – Public Use and Comment Policy

Purpose

City social media pages are intended for official information sharing and limited discussion relevant to City business. They are not forums for general debate or correspondence with the City. Comments on social media are not official communications and do not constitute formal correspondence.

The existence and/or provision of any links posted by the City neither constitutes nor implies endorsement of the destination websites or of the content, viewpoint, accuracy, opinions, policies, product, accessibility, or privacy policy of said destination website. Nor does any link between the City website and a third-party website imply sponsorship of such website, or the creator of such website.

These rules shall be displayed on or linked from each official City social media page.

Comment & Participation Rules

On official City social media pages where commenting is enabled, comments or posts may be removed — and repeat violators may be blocked — if they include:

- Profanity, slurs, or personal attacks
- Threats, harassment, or illegal activity
- Spam, scams, or commercial ads
- Off-topic or irrelevant content
- Explicit, obscene, or sexual material
- Personal or sensitive information (addresses, medical data)
- Misinformation or disinformation

- Political or personal agenda content
- Disrespectful or discriminatory remarks

The City reserves the right to restrict or disable public commenting entirely and to block individual users if deemed necessary to preserve the purpose and integrity of its communications. All removal or blocking actions will be documented and retained according to the City's records policy. A comment posted by a member of the public is the opinion of the commenter only and does not imply endorsement by the City.

Response Guidelines

- The City may respond to informational questions (e.g., about services, hours, or events).
- The City will not respond to opinions, debates, or non-informational questions.
- For formal feedback, residents should use public meetings, hearings, or official contact channels.

Public Records

All content (including comments and removed material) may be considered public records and subject to the New York Freedom of Information Law (FOIL).

Contact & Appeals

If a user believes a comment was removed or a user was blocked in error, they may email the City Manager's Office at citymanagersoffice@watertown-ny.gov with the date, link, and description. The City will review within a reasonable timeframe.

Use Proper Channels

Social media should not be used to report emergencies or service requests. Nor will comments by the public on City social media sites be considered, for regulatory purposes, as official correspondence with the City.

- **Emergencies:** Call 911.
- **Routine issues:** Contact the City via phone, email, or the official website.

Policy Updates

The City Council may amend, suspend, or discontinue this policy or its social media accounts at any time to comply with law and best practices.

Res. No. 9

October 19, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Negotiations for the Lease and Operations of Thompson Park Golf Course

The City issued a Request for Proposals for the lease and operation of Thompson Park Golf Course and received one proposal at the October 13, 2026 opening, submitted by Jefferson County Business Services, Inc.

The attached resolution authorizes the City Manager to designate a staff negotiating team, with assistance from the City Attorney, to review the proposal, meet with the vendor, and negotiate a proposed lease agreement for operation of the golf course beginning in 2027.

Staff also recommends inviting the vendor to an upcoming City Council work session to present its proposal and answer Council's questions. This discussion would provide an opportunity for Council to identify priorities and concerns to guide staff as negotiations move forward.

Any proposed lease agreement would be brought back to City Council for review and approval and would remain subject to the necessary State legislative authorization and other required approvals. Adoption of this resolution would authorize negotiations only and would not commit the City to accepting the proposal or entering into a lease.

Accordingly, a resolution has been prepared for City Council consideration.

Resolution No. 9 October 19, 2026

RESOLUTION

Authorizing Negotiations for the Lease and Operation of Thompson Park Golf Course

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS the City of Watertown issued a Request for Proposals for the lease and operation of Thompson Park Golf Course, and

WHEREAS one proposal was received at the proposal opening held on October 13, 2026, from Jefferson County Business Services, Inc. a copy of which is attached hereto and made part of this resolution, and

WHEREAS the City Council wishes to pursue the possibility of leasing the golf course beginning in 2027 and to authorize City staff to discuss and negotiate proposed terms with the vendor,

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the City Manager to designate a staff negotiating team, with assistance from the City Attorney, to review the proposal, meet with Jefferson County Business Services, Inc., and negotiate a proposed agreement for the lease and operation of Thompson Park Golf Course, and

BE IT FURTHER RESOLVED that any proposed lease agreement shall be presented to the City Council for its review and approval and shall remain subject to any required State legislative authorization and other necessary approvals, and

BE IT FURTHER RESOLVED that this resolution authorizes negotiations only and does not constitute acceptance of the proposal, award of a lease, or authorization to execute an agreement.

Seconded by _____

Jefferson County Business Services, Inc

[redacted]

October 12, 2026

RE: RFP City of Watertown

Leasing of Golf Course located at Thompson Park

To whom it may concern:

In response to your Request for Proposal (RFP) for the lease of your 18-hole golf course located at Thompson Park, I submit the following:

Proposed Golf Course Operations and management:

Permitting:

We, as operators, will obtain all necessary permits and licenses to include, but not limited to, Liquor License, Foodservice permit, Sales tax registration and any temporary license required for any "on course" vendor type permits.

Insurances:

We will obtain insurances including DBL, PFL and required general liability insurances and provide COI's upon acceptance of this proposal.

Operation:

Timeline for Operation:

Course open (estimate, weather permitting): April 1, 2027 through October 31, 2027

Access timeline: March 1, 2027 through October 31, 2027

Operations (continued)

March access is to assess any maintenance and repair requirements prior to opening.

September and October access includes time needed to account for Core aeration, water line draining and equipment and clubhouse winterizing.

Description of operation:

Golf Course

We will maintain the 18 hole golf course and operations located at Thompson Park in Watertown, NY according to the City's standards, a level that is at or above those expectations. This will include maintaining fairways, bunkers, tees and greens. We will establish a mowing schedule that will include daily greens mowing and maintenance. Fairways and trimming will have a schedule that is appropriately based on weather conditions, most likely a continual rolling daily mowing and trimming. We will establish and implement a fertilization schedule, most likely using Scotts organic program for minimum environmental impact. We will establish and maintain a watering schedule. We will aerate the greens as appropriate. We will maintain perennial and annual plantings. We will make sure all trash and bottles and cans are removed daily. We will assist tournament chairpersons with preparing the course. We will repair any routinely required items located on the golf course. We will do a core aeration at the end of the season.

Equipment

We will evaluate and maintain all golf course equipment, including golf carts, on a routine schedule. We will make any necessary repairs to maintain equipment, a level at or above current conditions.

Clubhouse

We will maintain the clubhouse and surrounding Canvas structures during this lease period. We will inform the City of any capital improvements needed and negotiate those items as they surface.

Operations (continued)

We will establish open hours for the clubhouse, restaurant and bar area and adhere to those hours of operation. We will provide a menu conducive to golf course patrons. We will provide all food and beverage for tournaments catering requests, as provided by the event chairpersons.

Pro Shop

We will establish pro shop hours, most likely dawn until dusk. Pro shop will remain open until the last players are in daily. Pro shop personnel will police the course at the end of each day for potential problems.

QUALIFICATIONS

Operator's qualifications

Key Personnel:

Jefferson County Business Services, Inc is 100% owned by **Andrea R Doane**. Andrea is the former 100% owner and operator of Rustic Golf and Country Club, Inc. in Dexter, NY. Andrea owned and ran the entire operations of the course and restaurant for 22 years. She will be overseeing the entire golf course lease and operations. She is a Certified Public Accountant with an office in Watertown, NY. Her staff will be doing the bookkeeping and providing payroll processing services.

Pro Shop and Golf course will be managed by **John A Lomber** and **Sean JA Doane**. Both have over 20 years of experience as golf course superintendents.

Sean J.A Doane has over 25 years of experience in equipment maintenance and repairs, including golf carts. He has several certifications in equipment and vehicle maintenance. He is the current owner and operator of Mulligan's driving range in Dexter, NY.

Restaurant and Bar will be managed by **Erica C Doane-Gonzalez**. Erica has over 15 years' experience in managing a golf course clubhouse-restaurant and bar. She has a Bachelor's degree in Business Administration.

Financial capabilities:

Andrea R Doane, president of the Corporation, is a Watertown, NY Certified Public Accountant. She has an excellent credit score and the financial capacity to establish and maintain this operating lease.

Numerous references available upon request.

Proposed Lease Terms

Operating Lease will be a NNN lease to include reimbursements to the City for Water and DPW orders.

Lease Term will be from April 1, 2027 through October 31, 2027.

Payment terms are proposed as:

$20k refundable security deposit

Lease payment: $3k per month, due by the 1st of each month starting April 1, 2027

Lease will include all real property and tangible property (equipment and carts) listed in the RFP

NOTES:

This proposal in recognition and knowledge of the City's significant losses incurred in the past. Should this proposal be considered, we welcome a counter offer.

We recognize the fact that the golf carts are mostly aging electric carts. We do not anticipate using many of these carts and would most likely be leasing a partial gas powered fleet from Club Car. Gas carts can navigate your hills better. Electric carts are expensive to operate, especially with National Grid rate hikes. Also, the age of your electric carts would imply significant repairs, especially battery replacements.

Should the City prefer not to lease any of the equipment or carts listed in the RFP, we have the financial capacity to provide our own equipment and carts with reduced lease payments.

I endeavor to eliminate the City of Watertown's taxpayer losses. However, it will most likely require that I use this one year lease term to educate myself on the feasibility of my efforts.

Your RFP is confusing about whether Jefferson County Business Services, Inc.'s employees will be subject to Prevailing Wage and Benefit rates. If such rates are applicable and required, this proposal is not feasible and should not be considered. Note that we do, however, operate according to NYS labor laws, including minimum wage requirements, PFL, and PTO rules, etc.

We have played this beautiful golf course many times this past summer and commend City employees for all their hard work. Maintaining a golf course is a tough task.

Please do not hesitate to call my cell [redacted] with any concerns or questions.

Thank you for your time and attention to this response to your RFP. I look forward to your decision.

Sincerely,

Andrea R Doane, CPA

President

Res. No. 10

October 19, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course

The City is seeking a qualified private operator to operate, maintain, and improve the 18-hole Thompson Park Golf Course under a lease with the City. Because the golf course is located on property dedicated to public park and recreational purposes, authorization from the New York State Legislature is required before the City may enter into the lease.

The attached resolution authorizes the Mayor to request approval from the New York State Legislature allowing the City to lease the Thompson Park Golf Course to a qualified private operator for its continued operation, maintenance, and improvement as a public golf course and recreational facility.

RESOLUTION

Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by _____

WHEREAS, the City of Watertown owns the Thompson Park Golf Course, an 18-hole public golf course located within Thompson Park in the City of Watertown, and

WHEREAS, the Thompson Park Golf Course is located on property dedicated to public park and recreational purposes and is therefore subject to New York State's public trust doctrine, and

WHEREAS, the City intends to select a qualified private operator to operate, maintain, and improve the property as a public golf course and recreational facility under a lease with the City, and

WHEREAS, the proposed lease is intended to preserve the continued operation of the golf course, maintain public recreational access, provide for the continued care and improvement of the property, and support the financial and operational sustainability of the facility, and

WHEREAS, because the proposed lease would permit a private entity to operate a facility located on dedicated municipal parkland, specific authorization from the New York State Legislature is required before the City may enter into the lease, and

WHEREAS, the City Council finds that seeking such legislative authorization is in the best interests of the City and will allow the property to continue serving the public as a golf course and recreational facility;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown desires to obtain State legislative authorization specifically permitting the City to lease the Thompson Park Golf Course to a qualified private operator for its continued operation, maintenance, and improvement as a public golf course and recreational facility, and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Mayor to request that the City's representatives in the New York State Legislature introduce and support the legislation necessary to authorize the proposed lease, and

BE IT FURTHER RESOLVED, that the City Manager, City Attorney, and other

RESOLUTION

Authorizing Home Rule Request of the New York State Legislature to Allow the City of Watertown to Lease Land at the Thompson Park Golf Course

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

appropriate City officials are authorized to work with the City's State legislative representatives, and any other necessary State agencies to prepare and advance the proposed legislation.

Seconded by _____

Ord No. 1

October 19, 2026

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use

Jake Johnson of Ives Hill Country Club 465, LLC has submitted the subject request to change the approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use (NMU).

The Planning Commission reviewed the request at its October 6, 2026, meeting and defeated a motion recommending that City Council change the approved zoning classification as requested.

Attached are the complete Zone Change application and Staff's report to the Planning Commission. A copy of the Planning Commission's meeting minutes will be sent to the City Council with the November 2, 2026, agenda package.

The City Council must hold a public hearing on the ordinance before it may vote. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, November 2, 2026. A SEQRA resolution will be presented for City Council consideration at that meeting.

MEMORANDUM

CITY OF WATERTOWN, NEW YORK
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601
PHONE: 315-785-7741 – FAX: 315-782-9014

TO: Planning Commission Members

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

PRIMARY REVIEWER: Geoffrey Urda, Senior Planner

SUBJECT: Zone Change – A portion of **465 Flower Avenue West**, Parcel Number 14-42-101.000

DATE: October 1, 2026

Request: To Change the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000, from Residential to Neighborhood Mixed Use (NMU)

Applicant: Ives Hill Country Club 465, LLC

Owner(s): Ives Hill Country Club 465 Inc.

SEQRA: Unlisted

County Review: No

Comments: The applicant seeks to rezone an approximately 1.7-acre section of the parcel at 465 Flower Avenue West from Residential to Neighborhood Mixed Use (NMU) at the northwest corner of the property, at the southeast corner of the intersection of Ives Street and Flower Avenue West. If the subject land is rezoned, the applicant has communicated to Staff an intent to apply for Subdivision Approval to create a new parcel and remedy what would temporarily be a split-zoned parcel.

The full subject parcel contains six of the nine holes of the Ives Hill Golf Course, as well as the practice putting green, clubhouse and parking lot. The approximately 1.7-acres of land proposed for rezoning contains the clubhouse building and the parking lot.

The clubhouse building contains Bad Apple Social at Ives, a restaurant that operates as an accessory use to the golf course. The Residential Zoning District allows golf courses but does not allow restaurants. Bad Apple Social at Ives operates as a legal accessory use so long as the golf course remains in operation. If the requested rezoning was granted (i.e. the clubhouse and parking lot were rezoned to NMU), the restaurant would become a use-by-right, independent of the golf course.

Existing Conditions: The subject parcel is bounded entirely by Ives Street on the West, across which sit the other three holes of the course, four single-family residential dwellings and the parking lot and rear entrance to the former St. Patrick's Intermediate School property. To the north, the subject parcel fronts on Flower Avenue West in two different segments, between which are three single-family residential dwellings that the golf course parcel wraps around. The subject parcel abuts single family residential properties along its entire south and east boundaries, except for 825 feet of the eastern property line where it abuts the Sisters of the Precious Blood.

As discussed above, the Zone Change application only applies to approximately 1.7 acres at the northwest corner of the golf course parcel. There are five single-family residential dwellings, across Flower Avenue West from the clubhouse and parking lot. The land owned by St. Patrick's is across Ives Street from the section proposed for rezoning.

Zoning and the Comprehensive Plan: The City's adopted Comprehensive Plan recommends the future land use for this area as Residential Low Density. The Comprehensive Plan envisions the Residential Low Density character area as follows:

Residential Low Density: *"These are low density residential areas where the primary use is single and two-family homes. Lot sizes vary from medium to large. Streets are lined with sidewalks and there is ample greenery. Homes are set back from the sidewalk with front yards and parking is at the side or behind but never in the front yard."*

The Residential District only allows Single- and Two-Unit Dwellings, as well as other limited and generally benign uses, including golf courses. By contrast, the NMU District allows more intense residential, commercial, retail, office and automotive uses that the Residential District excludes, and which are inconsistent with the future land use vision above.

Beyond foodservice uses such as "Bar/Restaurant/Café/Brewpub" and "Brewery/Distillery/Winery (Micro)," the NMU District also allows multiple automotive uses, including, but not limited to, "Auto Repair," "Car Washes" and "Fuel/Convenience Station."

The proposed Zone Change is not in harmony with the Comprehensive Plan. Accordingly, Staff does not recommend approval.

In addition, in weighing its recommendation to City Council, the Planning Commission should consider the following discussion of spot zoning contained in the James A. Coon Local Government Technical Series, as published by the New York State Department of State:

"Spot zoning refers to the rezoning of a parcel of land to a use category different from the surrounding area, usually to benefit a single owner or a single development interest. Size of the parcel is relevant, but not determinative. Illegal spot zoning occurs whenever "the change is other than part of a well-considered and comprehensive plan calculated to serve the general welfare of the community."

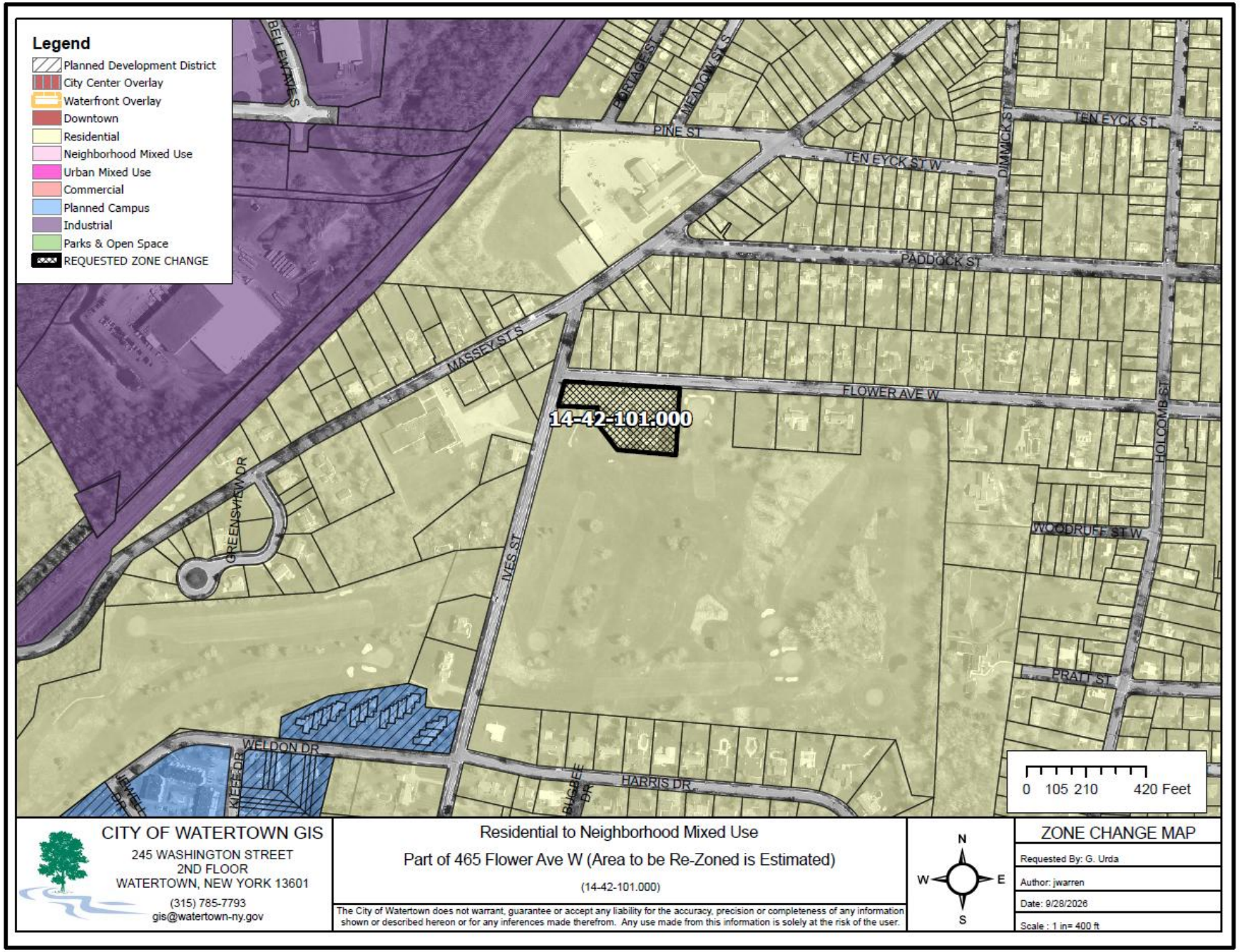
The Commission should give particular weight to the relationship of the requested rezoning with the Comprehensive Plan and whether the rezoning would benefit the entire community or a single owner or development interest.

Zoning – Lot Dimensions: Section 310-21 (E)(4)(B) of the Zoning Ordinance limits newly created lots in an NMU District to a maximum 100-foot lot width. The new parcel that the applicant proposes to create if the land encompassing the clubhouse and parking lot were rezoned would be over 400 feet wide, as measured by frontage on Flower Avenue West. Creating a nonconforming lot could be legal only with the benefit of an Area Variance granted by the Zoning Board of Appeals (ZBA). The applicant would need to apply for and obtain the Area Variance prior to applying for Subdivision Approval.

SEQR: The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the Zone Change. The City Council, as the lead agency, will complete Part 2 of the EAF and make a determination of significance.

Planning Commission Action: For zone changes, the Planning Commission is responsible for making a recommendation to the City Council. The City Council will then vote on the Zone Change after holding a public hearing.

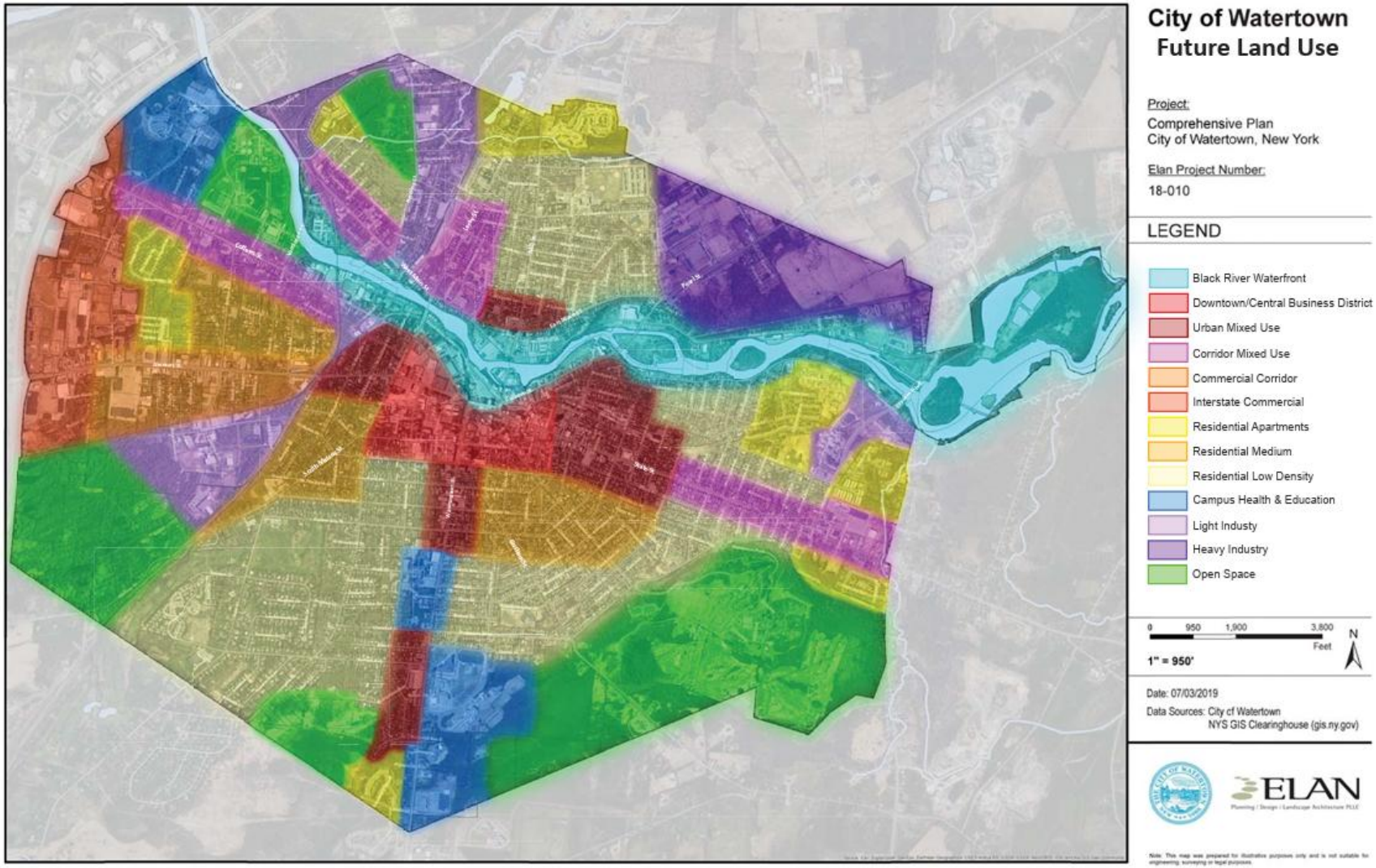
cc: City Council Members
Thomas Compo, P.E., City Engineer



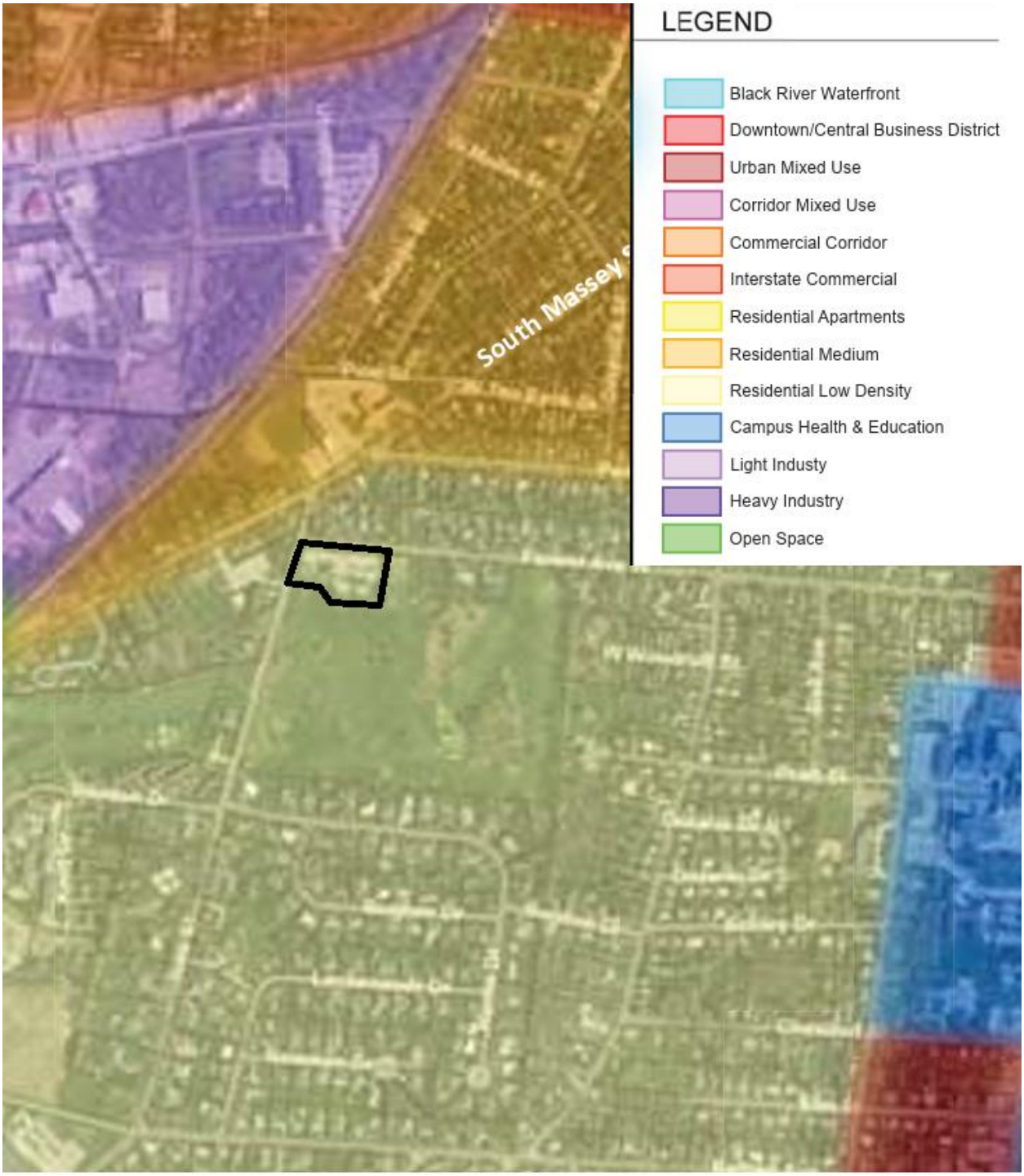
Above: A map depicting the Zone Change request area and the surrounding zoning.



Above: A satellite map depicting the Zone Change request area and the surrounding land.



Above: The Future Land Use Map in the City's adopted Comprehensive Plan.



Above: A view of the Future Land Use Map in the City's adopted Comprehensive Plan, zoomed in to the immediate vicinity of the land proposed for rezoning. The black polygon approximates the 1.7-acre section of land that the applicant proposes to rezone to Neighborhood Mixed Use (NMU). The light beige color represents the Residential Low Density Future Land Use Character Area that the subject parcel sits entirely within. The orange area to the northwest between Massey Street S and the railroad tracks represents Residential Medium.

JAKE JOHNSON PROPERTIES

[redacted]

September 11, 2026

Mr. Michael A. Lumbis, Planning and Community Development Director
City of Watertown
245 Washington Street, Room 305
Watertown, NY 13601

Re: Ives Hill Country Club
Subj: Proposed Subdivision and Zoning Change

Dear Mr. Lumbis:

Ives Hill Country Club 465, LLC (Applicant) is requesting a zoning change for a portion of the Ives Hill Country Club property located at 465 Flower Avenue West (Tax Parcel ID No. 14-42-101), on the east side of Ives Street in the City of Watertown, Jefferson County, New York.

The property is currently zoned Residential (R). We are proposing to subdivide an approximately 1.7-acre portion of the property containing the existing clubhouse/restaurant building, parking area, access from Flower Avenue West, and associated site amenities from the remaining golf course property. The requested zoning change would apply only to the proposed clubhouse/restaurant parcel, changing its designation from Residential (R) to Neighborhood Mixed Use (NMU). The existing restaurant currently operates as an accessory use to the golf course, and the requested NMU zoning would allow it to continue as a principal use following subdivision.

The proposed subdivision and zoning change will not result in any change to the existing use of the property. The restaurant/clubhouse and golf course will continue to operate in their existing locations and manner, with no new construction, expansion, or change in use proposed. The remaining golf course property will retain its existing zoning and use. The separate golf course property west of Ives Street is not part of this application.

The requested zoning change would place the longstanding restaurant/clubhouse use within a district that more appropriately accommodates its existing function. The NMU District allows restaurant uses subject to Special Use Permit review. If the zoning change is approved, we intend to proceed with the required subdivision and Special Use Permit review processes. As discussed, the enclosed subdivision sketch illustrates the proposed parcel configuration.

Enclosed please find the following materials comprising the zoning change application:

List of Attachments
Cover Letter

Enclosed please find the following materials comprising the zoning change application:

List of Attachments
Cover Letter
Property Deeds/Metes and Bounds Descriptions
Tax Map
Part 1 of the Short Environmental Assessment Form
Proposed Subdivision Sketch

We respectfully request placement on the agenda for the next available Planning Commission meeting on October 6, 2026, to review the proposed zoning change. If you have any questions regarding the enclosed application materials, please contact me.

Sincerely,

Jake Johnson
Ives Hill Country Club 465, LLC

cc: Kayla Kibling (Barton & Loguidice, D.P.C.)

Attachments



Prepared by
City of Watertown GIS
For
City of Watertown Assessment Department

For Tax Purposes Only
Not to be Used for Conveyance

NAD 83 STATE PLANE
CENTRAL ZONE, US FEET

Parcel Date

Property Line
Historic Property Line
Building Outline
Railroad
City Boundary
School District Boundary
Coordinate Grid
133 Parcel ID
(124000) Assessment ID (indicates informally combined parcels)

1 inch = 100 feet*
0 100 200 400 Feet
*when printed on 24" x 36" paper

Tax Map
Section 14 Block 42
City Of Watertown
Jefferson County, NY
Printed Date: 6/3/2024

N

TRUE NORTH

100' 0 100' 200'



EXISTING CONDITIONS LEGEND

- PARCEL BOUNDARY
- EASEMENT
- ZONING BOUNDARY
- LIGHT POLE
- DECIDUOUS TREE
- STORMWATER MANHOLE
- SANITARY SEWER MANHOLE
- HYDRANT
- WV WATER VALVE
- CATCH BASIN
- 410 MAJOR CONTOURS
- 411 MINOR CONTOURS

SURVEY NOTES:

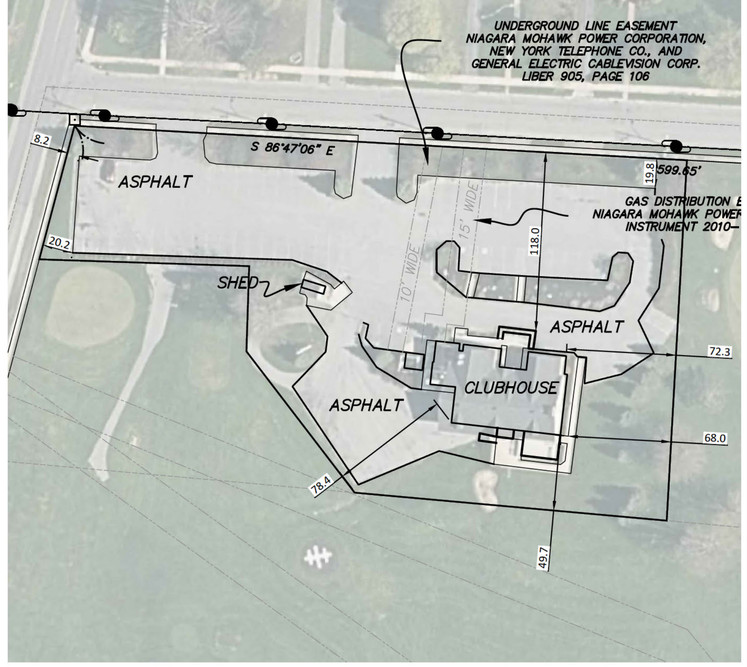
1. THE FIELD WORK FOR THE SURVEY WAS PERFORMED BY LAFAVE, WHITE & MCGIVEN, L.S., P.C. LAND SURVEYORS ON 07/25/2023, 07/26/2023, 07/31/2023, 08/01/2023, AND 08/02/2023.
2. HORIZONTAL DATUM: NEW YORK STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3102), AS REALIZED FROM UTM ZONE 18 NORTH REFERENCED TO NAD83.

   VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS REALIZED FROM GEOID03.

N

50' 0 50' 100'

TRUE NORTH



REVISIONS

IVES HILL COUNTRY CLUB 465, LLC
PROPOSED SUBDIVISION & ZONING CHANGE

PROPOSED SUBDIVISION SKETCH

JEFFERSON COUNTY, NEW YORK

CITY OF WATERTOWN

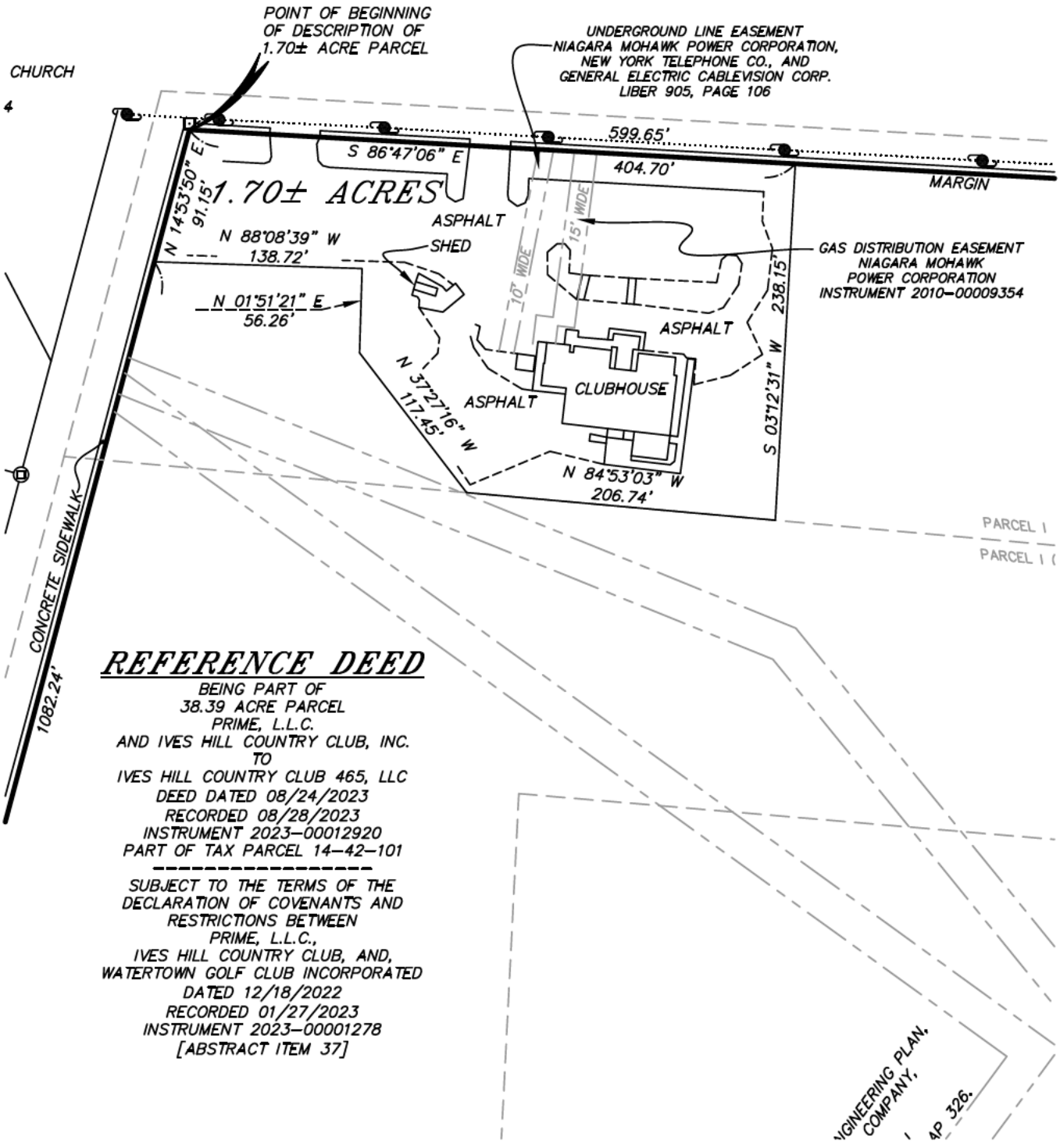
REVIEW ONLY
NOT FOR
CONSTRUCTION

Date
SEPTEMBER 2026

Scale
AS SHOWN

Sheet Number
SK1

Project Number
710.3078



REFERENCE DEED

BEING PART OF
38.39 ACRE PARCEL
PRIME, L.L.C.
AND IVES HILL COUNTRY CLUB, INC.
TO
IVES HILL COUNTRY CLUB 465, LLC
DEED DATED 08/24/2023
RECORDED 08/28/2023
INSTRUMENT 2023-00012920
PART OF TAX PARCEL 14-42-101

SUBJECT TO THE TERMS OF THE
DECLARATION OF COVENANTS AND
RESTRICTIONS BETWEEN
PRIME, L.L.C.,
IVES HILL COUNTRY CLUB, AND,
WATERTOWN GOLF CLUB INCORPORATED
DATED 12/18/2022
RECORDED 01/27/2023
INSTRUMENT 2023-00001278
[ABSTRACT ITEM 37]

Robert J. Busler, P.L.S., President
Daren L. Morgan, P.L.S. (Retired)

Aziel LaFave, P.L.S. (1915-2009)
Robert F. McGivern, P.E. (1925-2005)
Robert C. White, P.L.S. (1934-2021)

LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS
THERESA - BOONVILLE

Ives Hill Country Club 465, LLC
1.70 Acre Parcel

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point at the intersection of the south margin of Flower Avenue West with the east margin of Ives Street; and runs thence from the point of beginning, South 86 degrees 47 minutes 06 seconds East, 404.70 feet along the south margin of Flower Avenue West to a point; thence South 03 degrees 12 minutes 31 seconds West, 238.15 feet to a point; thence North 84 degrees 53 minutes 03 seconds West, 206.74 feet to a point; thence North 37 degrees 27 minutes 16 seconds West, 117.45 feet to a point; thence North 01 degrees 51 minutes 21 seconds East, 56.26 feet to a point; thence North 88 degrees 08 minutes 39 seconds West, 138.72 feet to a point in the east margin of Ives Street; thence North 14 degrees 53 minutes 50 seconds East, 91.15 feet along the east margin of Ives Street to the point of beginning, containing 1.70 acres of land.

The above described parcel being part of the 38.39 acre parcel conveyed by Prime, L.L.C. and Ives Hill Country Club, Inc. to Ives Hill Country Club 465, LLC by deed dated August 24, 2023 and recorded in the Jefferson County Clerk's Office on August 28, 2023 at Instrument 2023-00012920.

The above described parcel is subject to the underground line easement granted to Niagara Mohawk Power Corporation, New York Telephone Co. and General Electric Cablevision Corp. by deed recorded in the Jefferson County Clerk's Office in Liber 905 of Deeds at Page 106.

The above described parcel is subject to the gas distribution easement granted to Niagara Mohawk Power Corporation by deed recorded in the Jefferson County Clerk's Office at Instrument 2010-00009354.

The above described parcel is subject to the terms of the Declaration of Covenants and Restrictions between Prime, L.L.C., and Ives Hill Country Club, and Watertown Golf Club Incorporated dated December 18, 2022 and recorded in the Jefferson County Clerk's Office on January 27, 2023 at Instrument 2023-00001278.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

File 2026I-03
September 28, 2026

[redacted]

Robert J. Busler, P.L.S., President
Daren L. Morgan, P.L.S. (Retired)

Aziel LaFave, P.L.S. (1915-2009)
Robert F. McGivern, P.E. (1925-2005)
Robert C. White, P.L.S. (1934-2021)

LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS
THERESA - BOONVILLE

Prime, LLC
38.39 Acre Parcel

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point at the intersection of the south margin of Flower Avenue West with the east margin of Ives Street; and runs thence from the point of beginning, South 86 degrees 47 minutes 06 seconds East, 599.65 feet along the south margin of Flower Avenue West to an existing iron pin at the northwest corner of land conveyed to Thomas G. Compo and Judy P. Compo (Instrument 2020-00013495); thence South 03 degrees 12 minutes 54 seconds West, 200.00 feet along the west line of said land of Compo to an existing iron pin at the southwest corner thereof, said iron pin being North 86 degrees 47 minutes 06 seconds West, 150.00 feet from an existing iron pin at the southeast corner of said land conveyed to Compo; thence South 86 degrees 47 minutes 06 seconds East, 450.00 feet along the south line of said land of Compo, passing through the last mentioned existing iron pin, to and along the south line of land conveyed to Stephen G. Johnson (Instrument 2020-00013496) and David O. Van Eenenaam, et al. (Instrument 2015-00005187) to an existing iron pipe at the southeast corner of said land of Van Eenenaam, said iron pipe being South 86 degrees 47 minutes 06 seconds East, 150.00 feet from an existing iron pipe at the southwest corner of said land of Van Eenenaam and at the southeast corner of said land of Johnson; thence North 03 degrees 12 minutes 54 seconds East, 200.00 feet along the east line of said land of Van Eenenaam to a 5/8 inch rebar with red plastic cap set in the south margin of Flower Avenue West; thence South 86 degrees 47 minutes 06 seconds East, 283.41 feet along the south margin of Flower Avenue West to a point; thence South 87 degrees 03 minutes 30 seconds East, 7.18 feet continuing along the south margin of Flower Avenue West to an existing iron pipe at the northwest corner of land conveyed to Harold B. Johnson, II and Susan M. Johnson (Liber 1837, Page 279); thence South 01 degrees 03 minutes 02 seconds East, 197.72 feet along the west line of said land of Johnson to an existing iron pipe at the southwest corner thereof, said iron pipe being at the northwest corner of the 1.53 acre parcel conveyed to Michael E. Lundy (Instrument 2021-00020979); thence South 01 degrees 58 minutes 47 seconds East, 73.18 feet along the west line of said 1.53 acre parcel to an existing iron pipe; thence South 02 degrees 19 minutes 07 seconds West, 291.97 feet continuing along the west line of said 1.53 acre parcel, to and along the west line of the 1.04 acre parcel conveyed to Lundy, to an existing iron pipe at the southwest corner of said 1.04 acre parcel, said iron pipe being at the northwest corner of land conveyed to The Sisters of the Precious Blood (Liber 843, Page 714); thence South 02 degrees 46 minutes 52 seconds West, 635.16 feet along the west line of said land conveyed to The Sisters of the Precious Blood to an existing iron pipe; thence South 04 degrees 15 minutes 13 seconds West, 189.49 feet continuing along the west line of said land conveyed to The Sisters of the Precious Blood to a 5/8 inch rebar with red plastic cap set at the northeast corner of land conveyed to Richard E. Badour, et al. (Instrument 2004-00020262), said rebar also being at the east corner of land conveyed to Phillip P. Compeau and Kathleen H. Compeau (Instrument 2015-00010544); thence North 83 degrees 30 minutes 19 seconds West, 80.00 feet along said land of Compeau on the south to a 5/8 inch rebar with red plastic cap set; thence North 13 degrees 48 minutes 19 seconds West, 197.75 feet along said land of Compeau on the west to an existing iron pipe at the north corner of said land, said iron pipe being at the northeast corner of land conveyed to Stephen T. Bajjaly, et al. (Instrument 2023-00009572), said iron pipe also being South 85 degrees 04 minutes 32 seconds East, 4.55 feet from an existing iron pipe; thence North 85 degrees 04 minutes 32 seconds West, 1468.01 feet along the north line of said land of Bajjaly and passing through the last mentioned existing iron pipe, to and along the north line of several parcels of land fronting on Harris Drive, to an existing iron pipe in the east margin of Ives Street at the northwest corner of land conveyed to Ginger J. Caulkins (Instrument 2017-00014474); thence North 14 degrees 53 minutes 50 seconds East, 1173.39 feet along the east margin of Ives Street to the point of beginning, containing 38.39 acres of land.

[redacted]

Robert J. Busler, P.L.S., President
Daren L. Morgan, P.L.S. (Retired)

Aziel LaFave, P.L.S. (1915-2009)
Robert F. McGivern, P.E. (1925-2005)
Robert C. White, P.L.S. (1934-2021)

LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS
THERESA - BOONVILLE

Prime, LLC
38.39 Acre Parcel (continued)

The above described parcel being a part of the land conveyed by KDC Land, LLC to Prime, LLC by deed dated February 01, 2007 and recorded in the Jefferson County Clerk's Office on February 01, 2007 at Instrument 2007-00001774.

The above described parcel is subject to the sanitary sewer easement granted by The Ives Hill Land Company to the City of Watertown by deed dated October 16, 1930 and recorded in the Jefferson County Clerk's Office on December 29, 1930 in Liber 398 of Deeds at Page 478.

The above described parcel is subject to the sewers line easement granted to the City of Watertown by deed recorded in the Jefferson County Clerk's Office in Liber 533 of Deeds at Page 188.

The above described parcel is subject to the storm sewer easement granted to the City of Watertown by deed recorded in the Jefferson County Clerk's Office in Liber 687 of Deeds at Page 521.

The above described parcel is subject to the underground line easement granted to Niagara Mohawk Power Corporation, New York Telephone Co. and General Electric Cablevision Corp. by deed recorded in the Jefferson County Clerk's Office in Liber 905 of Deeds at Page 106.

The above described parcel is subject to the gas distribution easement granted to Niagara Mohawk Power Corporation by deed recorded in the Jefferson County Clerk's Office at Instrument 2010-00009354.

The above described parcel is subject to the terms of the Declaration of Covenants and Restrictions between Prime, L.L.C., and Ives Hill Country Club, and Watertown Golf Club Incorporated dated December 18, 2022 and recorded in the Jefferson County Clerk's Office on January 27, 2023 at Instrument 2023-00001278.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

File 2023P-14
August 08, 2023

[redacted]

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Ives Hill Country Club Clubhouse/Restaurant Subdivision and Zoning Change

Project Location (describe, and attach a location map):
465 Flower Ave W, Watertown, NY 13601

Brief Description of Proposed Action:
The proposed action includes subdivision of the existing Ives Hill Country Club property (Tax Parcel ID No. 14 -42-101), located on the east side of Ives Street, to create an approximately 1.7-acre parcel containing the existing clubhouse/restaurant building, parking area, access from Flower Avenue West, and associated site amenities. The proposed action also includes a zoning change for the newly created parcel to Neighborhood Mixed Use (NMU) to allow the existing restaurant to continue as a principal use. The remainder of the parcel will continue to be used as a golf course. No new construction, expansion, or change in the existing use of the restaurant, clubhouse, or golf course is proposed as part of this action.

Name of Applicant or Sponsor:	Telephone: [redacted]
Ives Hill Country Club 465, LLC	E-Mail: [redacted]

Address:
[redacted]

City/PO:	State:	Zip Code:
Watertown	NY	13601

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If No, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: (C) Watertown - Zoning Change/Subdivision	☐	☑

3. a. Total acreage of the site of the proposed action? 39.11 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 56.31 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Golf Course/Recreational
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify:	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
No new construction, expansion, or change in existing uses is proposed.	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water:		
Restaurant/clubhouse is already connected to public water.	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment:		
Restaurant/clubhouse is already connected to public wastewaster.	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☒ Urban ☒ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	☐	☑
16. Is the project site located in the 100-year or 500-year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?If Yes,	☑	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐
21. Is the project located within, or within ½ mile of, a disadvantaged community?	☐	☑
If No, could impacts from the project affect a disadvantaged community?	☐	☐
If Yes to either question in 21, answer the following question.		
a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management): No new construction, land disturbance, expansion, or change in existing uses is proposed.		

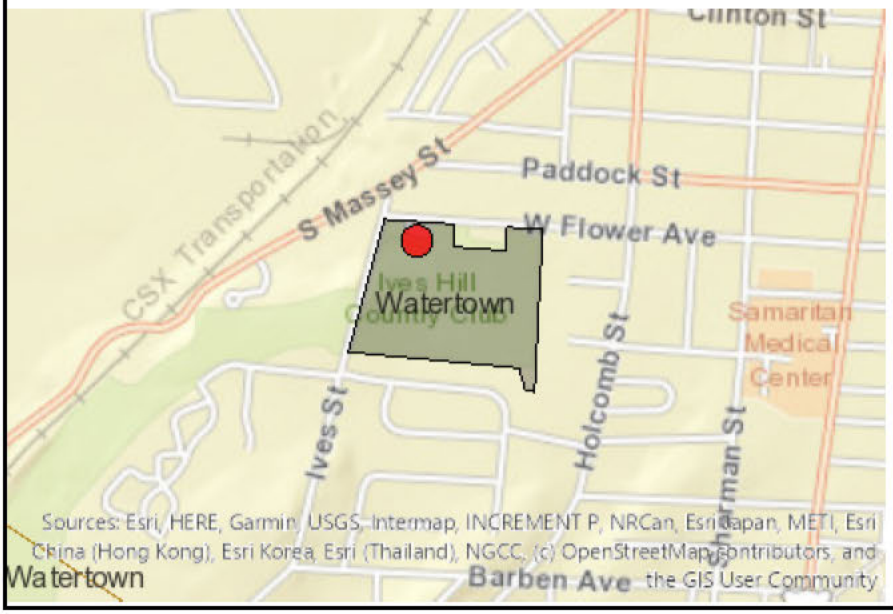
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Jake Johnson (Ives Hill Country Club 465, LLC) Date: 9/11/2026

Signature: _____ Title: Owner

EAF Mapper Summary Report

Thursday, September 10, 2026 11:28 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 or 500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No
Part 1 / Question 21 [Disadvantaged Community]	Yes

ORDINANCE

Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use.

	YEA	NAY
Council Member GARRABRANT, Shane A.		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by_____

WHEREAS where Jake Johnson of Ives Hill Country Club 465, LLC has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000, from Residential to Neighborhood Mixed Use (NMU), and

WHEREAS the Planning Commission of the City of Watertown considered the zone change request at its October 6, 2026, meeting and defeated a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on November 2, 2026, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zoning designation according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zoning designation,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000, BEGINNING at a point at the intersection of the south margin of Flower Avenue West with the east margin of Ives Street; and runs thence from the point of beginning, South 86 degrees 47 minutes 06 seconds East, 404.70 feet along the south margin of Flower Avenue West to a point; thence South 03 degrees 12 minutes 31 seconds West, 238.15 feet to a point; thence North 84 degrees 53 minutes 03 seconds West, 206.74 feet to a point; thence North 37 degrees 27 minutes 16 seconds West, 117.45 feet to a point; thence North 01 degrees 51 minutes 21 seconds East, 56.26 feet to a point; thence North 88 degrees 08 minutes 39 seconds West, 138.72 feet to a point in the east margin of Ives Street; thence North 14 degrees 53 minutes 50 seconds East, 91.15 feet along the east margin of Ives Street to the point of BEGINNING, containing 1.70 acres of land, shall be changed from Residential to Neighborhood Mixed Use (NMU), and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by_____

Old Business - Proposed Local Law of 2026

October 19, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: A Local Law Amending the Code of the City of Watertown, Chapter 301: Water

In accordance with City Code Section 301, the following amendments, as outlined in the accompanying local law, are recommended for adoption. The proposed changes arise from the need to prepare for pending changes to the Lead Service Line Improvement Law. The amendments will clarify ownership responsibilities, modernize the acceptable materials used for water services, and establish a defined process for missed appointments and persistently delinquent accounts.

The clarification of ownership responsibilities is intended to eliminate uncertainty regarding where the City's responsibility for water services begins and ends. Clearly delineating these responsibilities will establish accountability for the maintenance, repair, and upkeep of water service infrastructure, as well as the associated costs.

The proposed local law will prohibit the use of lead and galvanized piping for the delivery of potable water, bringing the City Plumbing Code into alignment with the Lead Service Line Improvement Law. In addition to eliminating lead and galvanized materials, the proposed Code amendments will permit the use of approved plastic piping from the curb stop to the water meter and outline the permitted method of installation.

A Public Hearing is scheduled for October 19, 2026 at 7:15 p.m. to receive public comment on the proposed amendments to the local law.

LOCAL LAW

A Local Law Amending the Code of the City of Watertown, Chapter 301: Water

	YEA	NAY
Council Member GARRABRANT, Shane A..		
Council Member KIMBALL, Robert O.		
Council Member OSBORNE Jr, Douglas E.		
Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

Introduced by Council Member Benjamin P. Shoen

A Local Law Amending the Code of the City of Watertown, Chapter 301: Water.

WHEREAS the City of Watertown owns and operates a Water Treatment, Filtration and Distribution System, and

WHEREAS the Code of the City of Watertown, Chapter 301: Water, contains provisions pertaining to the management and operations of the Water Treatment, Filtration and Distribution System, and

WHEREAS it is necessary to revise certain sections in Chapter 301 of the Code of the City of Watertown in order to comply with current plumbing codes for the health and safety of the residents of the City, and

NOW THEREFORE BE IT ENACTED that § 301-1 of the Code of the City of Watertown is amended as follows:

§ 301-1. Definitions.
When used in this chapter, unless otherwise expressly stated, the following words and terms shall have the meanings indicated:

APPROVED – Accepted for use in connection with water service by the Superintendent.

CONSUMER – A person owning and/or occupying real property who is receiving water for use thereon from the municipal mains. This can include a property manager or designated agent with written consent to sign for fees outlined within this Chapter of the Code.

CURB STOP – The outside control valve on the water service.

CURB-STOP-TO-METER SERVICE – That portion of the water service line lying between the curb stop or outside gate valve and the water meter.

DEPARTMENT – There shall be a Department of Water.

FIRE SERVICE – The service pipe and all required appurtenances from the street main to the outlets inside the consumer's building, intended and to be used solely for fire-protection purposes. That portion from the main to the property line of the consumer shall be known as "main-to-line fire service" and that portion from the property line to the outlets shall be known as "line-to-outlet fire service."

GALVANIZED WROUGHT IRON PIPE – Steel or iron pipe coated with a protective layer of zinc to prevent rust and corrosion. Restricted to non-potable water lines due to aging, internal rust, and potential leaching contaminants. While galvanized pipes are not made of lead, they are categorized as "requiring

LOCAL LAW

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Total ……..		

replacement" due to the potential health hazard (under the LCRI: Lead and Copper Rule Improvements).

INSPECTOR – An inspector from the Department of Water having such authority as may be conferred upon him by the Superintendent of the Water Department in conformity with this chapter.

LEAD SERVICE – A water pipe made entirely or partially of lead that connects a building's internal plumbing to a public water main. Service Lines with any component being made of lead are categorized as "requiring replacement" due to the potential health hazard (under the LCRI: Lead and Copper Rule Improvements).

MAIN – Any water main owned by the city and supplying or capable of supplying water to more than one consumer.

MAIN-TO-CURB-STOP SERVICE – That portion of water service from the supplying street main to the curb stop.

SUPERINTENDENT – There shall be a Superintendent who shall be in charge of water, wastewater, and hydroelectric generation.

WATER SERVICE – The service pipe and all required appurtenances from the street main to the first stop cock or valve inside the consumer’s building.

And,

BE IT FURTHER ENACTED that § 301-4 of the Code of the City of Watertown is amended as follows:

§ 301-4. Costs of main-to-curb stop and fire services.

A. The consumer shall pay the following charges for the installation or renewal of main-to-curb-stop service or fire service:

Size of Service Pipe (inches)	Charge
3/4	$1,750
1	$1,850
1 1/2	$2,250
Larger than 1 1/2	Actual cost

B. A tapping charge will be added to the above charges for main-to-curb-stop service or fire service,

LOCAL LAW

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Council Member SHOEN, Benjamin P.		
Mayor PIERCE, Sarah V.C.		
Total ……..		

whenever a new tap is required. The consumer shall pay the following tapping charges, when required:

Size of Service Pipe (inches)	Charge
3/4	$112.50
1	$150
11/2	$225
2	$300
Larger than 2	$150 per inch of tap size

C. When employees of the Department perform this service for a contractor or developer, the contractor or developer shall be charged $150 per inch of tap, plus actual costs for labor, equipment, and materials provided in the performance of this service.

D. The term "actual cost," as used in this section, shall mean all reasonable costs associated with the installation or renewal of the main-to-curb-stop service or fire service, or the tapping of a water main, including but not limited to labor, materials, equipment, road repairs, and curbing repairs.

BE IT FURTHER ENACTED that § 301-6 of the Code of the City of Watertown is amended as follows:

§ 301-6. Installation and safeguarding of meter.

A. Meters for all water services within the city, except fire service, shall be furnished and installed by the Department.

B. The consumer shall be responsible for the safeguarding of the meter. If the meter is not safeguarded, the “Consumer” shall be responsible for the fees associated with the replacement, including but not limited to labor, materials, and equipment.

C. If so required by the Department, the meter shall be housed at the expense of the consumer.

D. When service is temporarily discontinued, the Department will, when so requested in writing, remove, store and reset the meter without expense to the consumer.

E. Meters must be in an accessible location for the purpose of servicing and ascertaining the quantity of water used and the manner of its use.

F. The Department shall be allowed to install receptacles and related appurtenances on or inside the consumer’s building, structure, or premises to accommodate the use of remote-reading-type

LOCAL LAW

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Total ……..		

water meters.

And,

BE IT FURTHER ENACTED that § 301-8 of the Code of the City of Watertown is amended as follows:

§ 301-8. Size and type of service pipe.

A. For water service lines two inches in diameter and smaller, the pipe shall be type K soft copper water tube.

B. For water service lines larger than two inches in diameter, the pipe shall be cement-lined ductile iron pipe class 52.

C. Replacements or renewals of existing service lines shall be made with appropriate materials as outlined in Subsection A or B, above, or as otherwise directed by the Department.

And,

BE IT FURTHER ENACTED that § 301-12 of the Code of the City of Watertown is amended as follows:

§ 301-12. PVC and plastic pipe.

PVC pipe and pipe made of polyethylene or other plastic materials crosslinked polyethylene (PEXa): for curb stop to meter sections of the water service. Must be run with a tracer wire and have a minimum bury depth of 66 inches (5 foot 6 inches of cover).

And,

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon being filed with the New York Secretary of State.

Seconded by Council Member Shane A. Garrabrant

Staff Report

October 19, 2026

To: The Honorable Mayor and City Council

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

Subject: 383 Flower Avenue East Demolition Project

At the September 14, 2026, work session, Staff presented an update on the 383 Flower Avenue East Demolition Project. At the meeting, Councilmember Shoen requested additional information on the condition of the building, inquired about potentially saving and rehabilitating it and requested a tour of the structure. Staff has since reevaluated the building, but due to its poor condition, we are still recommending demolition.

There is no safe access to the second floor. The one and only access point to the second floor is through an attached outside stairway and covered porch located on the right and rear side of the building. The top of the stairs and the entire rear porch are significantly decayed to the point where the ground is visible below. Access was only possible with an extension ladder through a second-story window on the front of the building.

There are other structural issues throughout the building as well. There is significant settling in the center of both the first and second floors, fire damage at the rear of the structure on the second floor, partial collapse of the second-floor ceiling and bowing of an exterior wall. It appears there may have been an interior stairway and associated walls in the structure that were removed at some point in history that may have led to the sagging first floor ceiling.

Additionally, the structure contains a large amount of debris and garbage. Safe access to the basement was not possible due to debris located in the basement stairwell.

In addition to the overall condition of the building, there are several other challenges that would make this site difficult to redevelop. The lot size is approximately 27’ x 80’ and the building takes up most of the lot except for a small area in the rear and front of the property. There is no space on the side of the property for a driveway or to park a vehicle. The only place available for parking is an approximately 15’ x 15’ space in front of the building, which is not large enough for a standard-sized parking space.

If members of the City Council still would like to tour the building, Staff can arrange for a tour of the first floor, but access to the second floor will not be possible.

As the City Council is aware, the City has received our CDBG grant agreement for the 2026 program year, and we are ready to start our various planned projects. Given the condition of the structure as noted above, staff will begin the execution of this project by finalizing the environmental review and bid specifications.

Attached are several photos that illustrate the condition of the structure.

383 Flower Avenue East

Exterior



Exterior





Second Floor Access Stairway



Exterior

Rear Porch Floor



Second Floor Access



Rear Porch



Rear Porch Ceiling



Rear Porch Floor

Second Floor Ceiling Collapse and Water Damage



Second Floor Ceiling Collapse and Water Damage





Second Floor Fire Damage



First Floor Ceiling

Basement Access



Second Floor Ceiling/Floor





Second Floor Ceiling/Floor

October 9, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – September 2026

Sales tax revenue was up $149,389 or 5.47% compared to last September. In comparison to the budget projection for the month, sales tax was up $72,976 or 2.60%. For the quarter, which is the true measurement period for how sales tax is performing, sales tax was up $775,226 or 10.55% compared to the same quarter last year. On a budget basis the quarterly sales tax was up $569,535 or 7.54%.

	Actual 2023-24	Actual 2024-25	Actual 2025-26	Actual 2026-27	Variance	Monthly % Inc/(Dec)to Prior Year	Quarterly % Inc/(Dec)to Prior Year
July	$ 2,353,567	$ 2,143,817	$ 2,284,149	$ 2,765,332	$ 481,183	21.07%	
August	$ 2,186,214	$ 2,158,407	$ 2,332,892	$ 2,477,545	$ 144,653	6.20%	
September	$ 2,490,458	$ 2,615,865	$ 2,729,060	$ 2,878,449	$ 149,389	5.47%	10.55%
October	$ 1,907,106	$ 1,867,195	$ 1,961,987				
November	$ 1,904,366	$ 1,893,395	$ 1,987,560				
December	$ 2,223,964	$ 2,437,266	$ 2,764,330				
January	$ 1,851,962	$ 1,888,207	$ 2,055,079				
February	$ 1,645,921	$ 1,638,527	$ 1,635,548				
March	$ 1,899,459	$ 2,114,743	$ 2,240,353				
April	$ 1,908,041	$ 1,970,112	$ 2,126,273				
May	$ 1,970,375	$ 1,987,411	$ 2,073,364				
June	$ 2,542,299	$ 2,423,378	$ 2,708,931				
YTD	$ 24,883,732	$ 25,138,323	$ 26,899,526	$ 8,121,326	$ 775,226	10.55%	

	Original Budget 2026-27	Actual 2026-27	Variance	%	%
July	$ 2,348,105	$ 2,765,332	$ 417,227	17.77%	
August	$ 2,398,213	$ 2,477,545	$ 79,332	3.31%	
September	$ 2,805,473	$ 2,878,449	$ 72,976	2.60%	7.54%
October	$ 2,016,922				
November	$ 2,043,212				
December	$ 2,841,731				
January	$ 2,112,621				
February	$ 1,681,343				
March	$ 2,239,174				
April	$ 2,086,034				
May	$ 2,104,351				
June	$ 2,567,821				
YTD	$ 27,245,000	$ 8,121,326	$ 569,535	7.54%	

New York State sales tax distribution methodology: Monthly sales tax payments are prorated to all the jurisdictions using a percentage based on the collections from the prior year. It is important to note that most of the sales tax collections are received as monthly payments. It is not until when sales tax returns are filed in the months of March, June, September, and December that the monthly payment for each business is un-prorated and distributed per the return to the proper jurisdiction. This un-proration and re-distribution is the quarterly reconciliation process that results in how sales tax truly performed for the quarter.

October 9, 2026

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – September 2026

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last September, the sale of surplus hydro-electric power on an actual-to-actual basis was up $59,342 or 3,108.52%. In comparison to the budget projection for the month, revenue was down $59,259 or 49.29%. The year-to-date actual revenue is down $37,813 or 23.89%, while the year-to-date revenue on a budget basis is down $512,840 or 80.98%.Additionally, the City had to purchase electricity from National Grid for $34,431 as the City did not produce enough to cover its accounts' usage.

	Actual 2023-24	Actual 2024-25	Actual 2025-26	Actual 2026-27	Variance	% Inc/(Dec)to Prior Year
July	$ 380,883	$ 793,352	$ 152,826	$ 54,088	$ (98,738)	(64.61%)
August	$ 26,670	$ 688,115	$ 3,512	$ 5,096	$ 1,583	45.08%
September	$ 181	$ 145,453	$ 1,909	$ 61,251	$ 59,342	3,108.52%
October	$ 184,779	$ 79,259	$ 38,607	$	$	%
November	$ 682,240	$ 209,619	$ 728,745	$	$	%
December	$ 826,789	$ 542,585	$ 332,508	$	$	%
January	$ 533,340	$ 359,155	$ 445,132	$	$	%
February	$ 626,162	$ 195,739	$ 193,678	$	$	%
March	$ 923,928	$ 747,418	$ 714,395	$	$	%
April	$ 785,870	$ 905,006	$ 924,149	$	$	%
May	$ 446,726	$1,022,190	$1,003,638	$	$	%
June	$ 377,657	$ 451,656	$ 283,845	$	$	%
YTD	$5,795,225	$6,139,548	$4,822,943	$ 120,435	$(37,813)	(23.89%)

	Original Budget 2026-27	Actual 2026-27	Variance	%	Power Purchased from National Grid
July	$ 327,847	$ 54,088	$ (273,759)	(83.50%)	$ 37,877
August	$ 184,648	$ 5,096	$ (179,552)	(97.24%)	$ 50,559
September	$ 120,780	$ 61,251	$ (59,259)	(49.29%)	$ 34,431
October	$ 412,663	$	$	%	$ -
November	$ 740,148	$	$	%	$ -
December	$ 553,781	$	$	%	$ -
January	$ 403,048	$	$	%	$ -
February	$ 349,053	$	$	%	$ -
March	$ 648,657	$	$	%	$ -
April	$ 937,281	$	$	%	$ -
May	$ 624,846	$	$	%	$ -
June	$ 412,248	$	$	%	$ -
YTD	$5,715,000	$ 120,435	$ (512,840)	(80.98%)	$ 122,867