

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, July 15, 2024**  
**7:00 p.m.**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 15, 2024, at 7:00 p.m. in the City Court Room, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**PUBLIC HEARING**

**RESOLUTIONS**

- Resolution No. 1 - Approving Agreement with New Leaf Energy for a Utility Easement Under the Black River for the Honey Ridge Solar Project
- Resolution No. 2 - Approving Franchise Agreement with BCDD LLC for the Watertown Wolves
- Resolution No. 3 - Authorizing the Sale of Surplus DPW Vehicles and Equipment
- Resolution No. 4 - Authorizing the Sale of Surplus Fire Equipment – Knox Boxes
- Resolution No. 5 - Readopting Fiscal Year 2024-25 General Fund and Sewer Fund Budgets to Correct Vehicle Appropriations
- Resolution No. 6 - Readopting Fiscal Years 2023-24 through 2027-28 Capital Budget – Flower Memorial Library Roof Project
- Resolution No. 7 - Accepting Bid for Flower Memorial Library Roof Replacement Project – PTL Contracting Corp.
- Resolution No. 8 - Accepting Proposal for Drug & Alcohol Testing Services – Encompass Workplace Testing, LLC

**ORDINANCES**

**LOCAL LAW**

**OLD BUSINESS**

**STAFF REPORTS**

1. Property Purchase Offer – 58 Spring Street
2. Sale of Real Property – 214 East Hoard Street

**NEW BUSINESS**

**EXECUTIVE SESSION**

1. To discuss proposed, pending or current litigation

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
AUGUST 5, 2024, AT 7:00 PM.**

Res No. 1

July 9, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Approving Agreement with New Leaf Energy for a Utility Easement  
Under the Black River for the Honey Ridge Solar Project

At the April 25, 2023 City Council Work Session, New Leaf Energy and Honey Ridge Solar representatives entered into discussions regarding an easement under the Black River that is owned by the City in the Towns of Rutland and LeRay.

The easement would be utilized to install a power line that would interconnect to a substation on the side of the river opposite the project. This easement would be approximately 250 feet long by 150 feet wide.

Upon staff and legal review, a resolution has been prepared for council consideration to enter into various agreements with Honey Ridge Solar 1, LLC for this project. This would include \$350,000 in payments made at the varying milestones as outlined in the agreements.

# RESOLUTION

Page 1 of 1

Approving Agreement with New Leaf Energy for a Utility Easement Under the Black River for the Honey Ridge Solar Project

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS New Leaf Energy representatives addressed City Council at the April 25, 2023, work session and requested approval for a utility easement allowing them access to cross the Black River, which involves City-owned parcels of land with coordinates (43.997155, - 75.819357), Tax Map No.: 83.08-1-68 in the Town of LeRay, Jefferson County, New York, and Tax Map No. 8.00-3-38.1 in the Town of Rutland, Jefferson County, New York, and

WHEREAS the City Council was amenable to moving forward with such project, and

WHEREAS city staff and the City Attorney have reviewed the agreement and payment schedule and recommends that the City Council accept the proposal, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approve the proposed utility easement to Honey Ridge Solar 1, LLC, which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign Memorandum of Option to Acquire Easement, Access and Infrastructure Easement Agreement, and New York State Department of Taxation and Finance form TP-584 as associated with implementing the agreements.

**Seconded by** \_\_\_\_\_

RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:

Honey Ridge Solar 1, LLC  
c/o New Leaf Energy, Inc.  
55 Technology Drive, Suite 102,  
Lowell, MA 01851  
Attn: Legal Department

**MEMORANDUM OF OPTION TO ACQUIRE EASEMENT**

THIS MEMORANDUM OF OPTION TO ACQUIRE EASEMENT (the “*Memorandum*”), is made as of \_\_\_\_\_, 2024, by and between **the City of Watertown**, with an address of 245 Washington Street, Watertown, NY 13601 (“*Grantor*”) and **Honey Ridge Solar 1, LLC**, a Delaware limited liability company with an address of 55 Technology Drive, Suite 102, Lowell, MA 01851 (“*Grantee*”).

1. Grantor and Grantee are parties to that certain Option to Acquire Easement (the “*Option*”), dated as of \_\_\_\_\_, 2024 (the “*Effective Date*”) covering all of those certain parcels of land with coordinates (43.997155, -75.819357), Tax Map No.: 83.08-1-68 in the Town of LeRay, Jefferson County, New York and identified in the deed recorded in the Jefferson County Clerk’s Office as Liber 343 at Page 513 and Tax Map No. 8.00-3-38.1 in the Town of Rutland, Jefferson County, New York and identified in the deed recorded in the Jefferson County Clerk’s Office as Liber 291 at page 414 (collectively, the “*Property*”).

2. Under the Option, Grantee has an option to acquire certain easements and rights over, across, under, to and through a portion of the Property generally in the location depicted on **Exhibit A** attached hereto (“*Easement Area*”), which option commences on the Effective Date and lasts for three (3) years thereafter.

3. Grantee must deliver to Grantor the Exercise Notice prior to expiration of the Option Terms. If Grantor delivers the Exercise Notice, Grantor and Grantee will execute the Easement Agreement and Grantee shall cause the Easement Agreement to be recorded.

4. All of the terms, covenants and conditions of the Option are incorporated herein and made a part hereof. The purpose of this Memorandum is to give notice of the existence of the Option; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Option, as it may be amended.

5. All capitalized terms used but not defined herein have the meaning attributed to them in the Option.

[Signature page follows]





**EXHIBIT A**  
**to**  
**Memorandum of Option to Acquire Easement**

**DEPICTION OF EASEMENT AREA**

The Easement Area is approximately 250 feet long by 150 feet wide to be located within the area described and/or depicted below in pink near coordinates 43.997155, -75.819357. Grantor agrees that the description of the Easement Area will be replaced with actual meets and bounds upon completion of System design and site survey.

NOT FOR CONSTRUCTION

It is the policy of LaBella Engineering & Construction, Inc. to provide accurate and complete information to our clients. This information is provided for informational purposes only and is not intended to be used for any other purpose. The user of this information assumes all liability for any use of this information. LaBella Engineering & Construction, Inc. is not responsible for any errors or omissions in this information. This information is provided as a service to our clients and is not intended to be used for any other purpose.

DATE: 08/14/2024

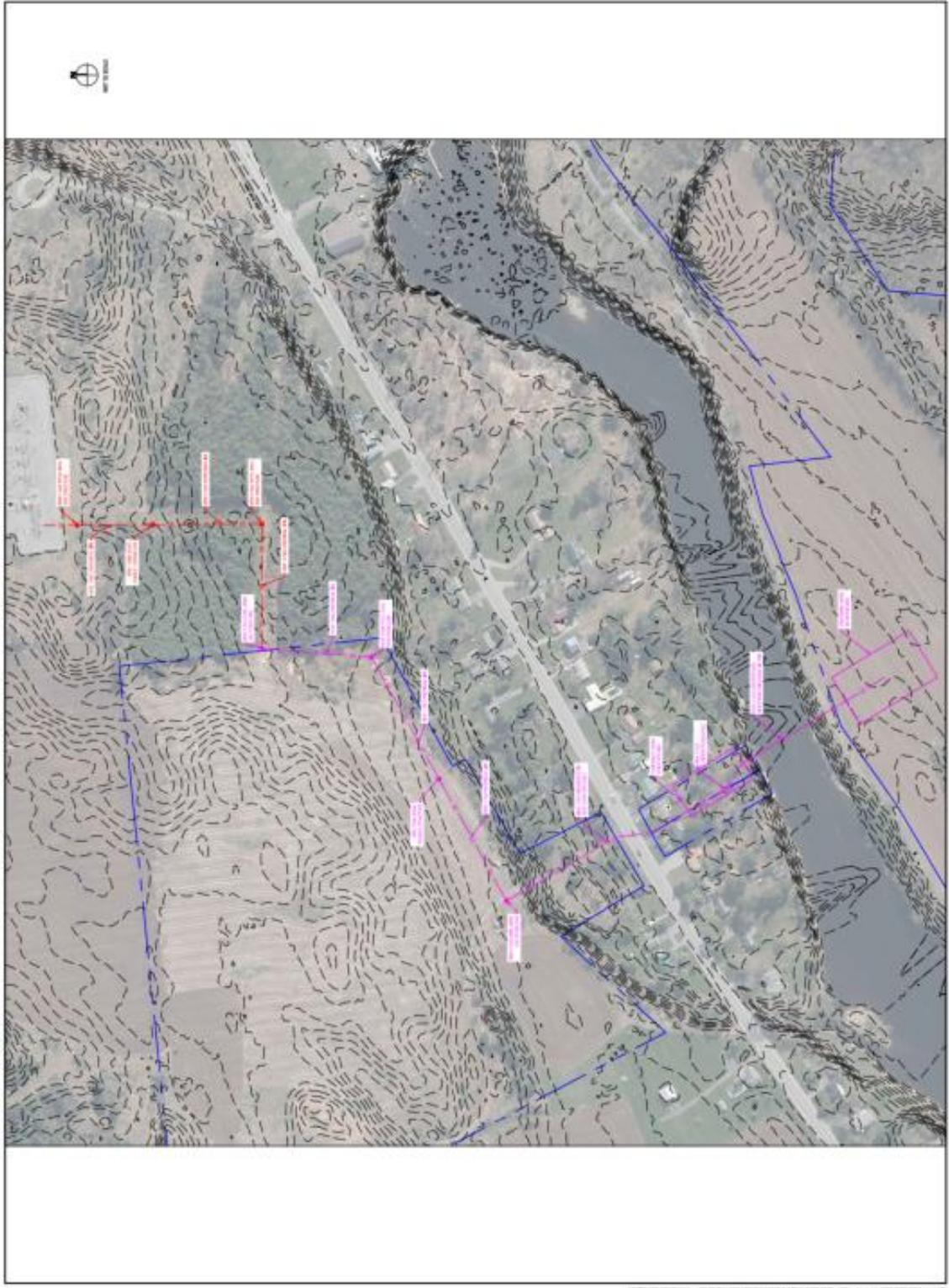
**BORREGO SOLAR**

**HONEY RIDGE SOLAR**  
 TRIMBLE ROAD, TOWN OF LISI, ALBANY COUNTY, NEW YORK

DATE	08/14/2024
PROJECT NUMBER	2024010
PROJECT NAME	BORREGO SOLAR
CLIENT	ALBANY COUNTY
LOCATION	TRIMBLE ROAD, TOWN OF LISI, ALBANY COUNTY, NEW YORK
SCALE	AS SHOWN
PROJECT STATUS	PRELIMINARY

**HONEY RIDGE SOLAR TRANSMISSION LINE FEASIBILITY STUDY**

**FIG 2**



RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:

Honey Ridge Solar 1, LLC  
c/o New Leaf Energy, Inc.  
55 Technology Drive, Suite 102,  
Lowell, MA 01851  
Attn: Legal Department

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(Space Above For Recorder's Use)

**ACCESS AND INFRASTRUCTURE EASEMENT AGREEMENT**

THIS ACCESS AND INFRASTRUCTURE EASEMENT AGREEMENT (this "*Agreement*"), is dated \_\_\_\_\_, 202\_ (the "*Effective Date*"), by and between **City of Watertown**, with an address of 245 Washington St, Watertown, NY 13601 ("*Grantor*") and **Honey Ridge Solar 1, LLC** with an address of 55 Technology Drive, Suite102, Lowell, MA 01851, and its successors and assigns ("*Grantee*").

RECITALS

- A. Grantor owns the real property more particularly described in **Exhibit A** (the "*Property*").
- B. Grantee is engaged in the development of solar energy generation and/or storage projects and plans to construct one such project (the "*Project*") on land Grantee has obtained or will be obtaining real property rights contiguous to, or in the vicinity of, the Property.
- C. Grantee desires to obtain easements and rights from Grantor under, to, and through a portion of the Property as more particularly described on **Exhibit B** (the "*Easement Area*") in connection with the design, construction, operation, transmission and/or storage of energy, and maintenance of the Project and its energy production and/or storage, and to access the Project Site, all on and subject to the terms and conditions of this Agreement.
- D. Grantor wishes to grant Grantee such easements and rights on the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, together with the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Grantor and Grantee hereby intend to be bound by the foregoing recitals and as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns, a nonexclusive easement and right-of-way under the Black River, and through the Easement Area to install, operate, maintain, repair, replace, improve, and remove infrastructure, including without limitation, wires, cables, conduit, and related equipment (the “*Infrastructure*”), at all times on a 24-hours-a-day, 7-days-a-week basis, with the right of access to the Easement Area to operate, maintain and/or repair the Infrastructure (the “*Infrastructure Easement*” (collectively, the “*Easement*”).

2. Rights of Grantee.

(a) Grantee shall have the right (but not the obligation) to stabilize the ground under the Easement Area.

(b) All rights granted to Grantee hereunder shall be exercisable at any time and from time to time by Grantee, its employees, contractors, agents, and representatives, and their successors and assigns (collectively, “*Grantee Parties*”).

3. Term. The “*Term*” of this Agreement shall commence on the Effective Date and shall continue until the later of the Removal Date or the expiration of the Abandonment Period.

4. Representations and Warranties.

Grantor represents and warrants to Grantee that Grantor has full power and authority to execute and deliver this Agreement and to grant the Easement and the rights granted hereunder and has good and indefeasible fee simple title to the Property. All persons having any ownership interest in the Property are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

Grantor represents and warrants that to the best of its knowledge there are no mortgages, easements, leases, rights of way, liens, security interests, mechanic’s liens or any other encumbrances encumbering all or any portion of the Property that could interfere with Grantee’s operations on the Property. Grantor shall fully cooperate and assist Grantee in removing or limiting such interference, including, but not limited to, obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee to protect its rights hereunder.

5. No Interference. Grantor and Grantee covenant and agree not to erect or permit the location or erection of any building or other structures or permit any trees or bushes to be planted

within the Easement Area that might block or obstruct the Infrastructure or otherwise interfere with the Project. Grantor retains the right to use the Property, including the Easement Area, for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee in this Agreement.

6. Insurance. If and whenever Grantee, or any Grantee Parties, is exercising the rights granted under this Agreement, Grantee will carry commercial liability insurance with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence. Grantor shall be named as an additional insured on such insurance policy and Grantor shall be provided with thirty (30) days' prior written notice if the policy of insurance is cancelled or materially changed. Prior to commencement of construction for the project, Grantor shall be provided with a certificate of insurance evidencing the insurance provisions of this Section 7.

7. Indemnification. Each party as indemnitor shall indemnify, defend, and hold harmless the other party and its affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to persons (including employees of either party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.

8. Grantor Cooperation. Grantor shall assist and cooperate with Grantee, at no out-of-pocket cost or expense to Grantor, in Grantee's obtaining any land use permits and approvals, interconnection and building, development and construction permits, environmental impact reviews, consents or any other approvals required for the financing, construction, interconnection, installation, replacement, relocation, maintenance, operation or removal of the Project, Infrastructure and/or Access Road, including execution of applications for such approvals. Such cooperation shall include assisting with any reasonable effort by Grantee to cure, correct or otherwise remove or mitigate defects, liens encumbrances or other matters that may affect the title to the Easement Area. Grantor consents to and authorizes Grantee to sign and file any land use permits and approvals, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Project, Access Road and/or Infrastructure (collectively the "**Permits**") on Grantor's behalf.

9. Specific Performance. Each party hereto confirms that damages at law will be an inadequate remedy for a breach or threatened breach of any of the provisions hereof. Therefore, the specific rights and the obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Grantor, Grantee or their respective successors or assigns. It is the intention of the parties by this provision to make clear that the parties agree that the rights and the obligations of Grantor and Grantee hereunder will be enforceable in equity as well as at law or otherwise.

10. Assignment: Grantee shall have the right to assign this Agreement, in whole or in part, or to grant sub-easements, without the consent of Grantor. Any assignment shall not terminate this Agreement. The assignor under any such assignment hereunder shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assumed by the assignee. Grantee shall provide notice to Grantor of any such assignment within thirty (30) days of the effective date of such assignment, including the contact information for any such assignee. In the event that a utility company requires an easement in connection with Grantee's use of the Easement Area, Grantor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form.

11. Covenants Run with Land. The parties agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

12. Legal Description. So long as such modification does not significantly increase the footage of the Easement Area or materially impact Grantor's use of the remaining Property, Grantee may amend the Easement Area as necessary to effect Grantee's rights under this Agreement by having a revised legal description(s) prepared, and executing and delivering an amendment to this Agreement setting forth the revised legal description(s) as a replacement to **Exhibit B** hereto, and Grantor shall execute such amendment without additional consideration or compensation.

13. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery to the address of Grantor or Grantee, as set forth above. Notices shall be deemed given upon delivery or refusal to accept delivery. A party may update their address by written notice in accordance with this Agreement.

14. Subordination. Any mortgage, deed of trust, ground lease or other lease or property interest hereafter granted or entered into with respect to the Property shall be subordinate and inferior to this Agreement and the rights, benefits, and obligations created hereby, and the foreclosure under any such mortgage or deed of trust shall not extinguish or impair this Agreement and the rights, benefits, and obligations created hereby.

15. Recording. Grantor agrees to sign any additional documents necessary for Grantee to record this Agreement in the Official Records of the county where the Property is located.

16. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

17. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law provisions. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous communications between the parties concerning the subject matter hereof, whether written or oral.

18. Further Assurances. Each party, upon request of the other party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

19. Successors and Assigns. This Agreement and the rights granted herein shall be binding on Grantor and its designees, successors, assigns, and shall inure to the benefit of Grantee and its designees, successors and assigns.

20. Partial Invalidity. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement, provided, however, that the parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the Effective Date.

**GRANTOR:**

**City of Watertown**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_ of the **City of Watertown**, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**Honey Ridge Solar 1, LLC,**  
a Delaware limited liability company

By: **1115 Solar Development, LLC,**  
its sole member and manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her capacity as \_\_\_\_\_ of **Honey Ridge Solar 1, LLC**, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Property Description**

For Grantor's title to the Property, reference is herein made to the deeds recorded in the Jefferson County Clerk's Office as Liber 343 at Page 513 and Liber 291 at Page 414.

**EXHIBIT B**

**Easement Area [TO BE PROVIDED]**

## EXHIBIT C

### Payment Schedule

Honey Ridge Solar 1, LLC will pay the City of Watertown \$350,000 in increments based on project milestones listed in the chart below.

Milestone	Payment (\$) Schedule
Later of Bike Trail Crossing Approved by the NYSOPRHP or ORES Application Deemed Complete	\$50,000
ORES Permit Received	\$50,000
NTP	\$100,000
COD	\$150,000
<b>Total</b>	<b>\$350,000</b>

ORES: Office of Renewable Energy Siting

NYSOPRHP: New York State Office of Parks, Recreation, and Historic Preservation

NTP: Notice to Proceed

COD: Commercial Operations Date



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Includes entries for Black River with Island and S of NYS Rte 3.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and a date of conveyance field with month, day, and year sub-fields.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) for various conditions of conveyance, such as fee interest, easement, and syndication.

Table for recording officer's use with columns for Amount received, Date received, and Transaction number.

**Schedule B – Real estate transfer tax return (Tax Law Article 31)**

**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	0
2.	
3.	
4.	
5.	
6.	0

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.	
2.	
3.	

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X** in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate** (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e  Other *(attach detailed explanation)*.
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

\_\_\_\_\_  
Grantor signature\_\_\_\_\_  
Title\_\_\_\_\_  
Grantee signature\_\_\_\_\_  
Title\_\_\_\_\_  
Grantor signature\_\_\_\_\_  
Title\_\_\_\_\_  
Grantee signature\_\_\_\_\_  
Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Res No. 2

July 9, 2024

To: The Honorable Mayor and City Council  
From: Scott Weller, Parks & Recreation Superintendent  
Subject: Approving Franchise Agreement with BCDD LLC for Watertown Wolves

The previous franchise agreement allowing the Watertown Wolves to utilize the Watertown Municipal Arena expired April 28, 2024. A new three-year Franchise Agreement with annual rate increases has been drafted. The proposed agreement will commence August 1, 2024 and expire April 30, 2027.

A Resolution approving the agreement is attached for Council consideration.

**RESOLUTION**

Page 1 of 1

Approving Franchise Agreement with BCDD LLC for the Watertown Wolves

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the Arena is a community recreational facility, and

WHEREAS, the Fairgrounds contains many venues, one of which is the Watertown Municipal Arena (the "Arena") which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

WHEREAS, the City desires to promote future recreational activities at its Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience, and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract with BCDD, a hockey franchise, whose team is the Watertown Wolves, which competes in the Federal Prospects Hockey League (or a different league of a different name of comparable caliber of play), for use by the BCDD of the Arena as its home venue; and

NOW THEREFORE BE IT RESOVLED that the City Council of the City of Watertown approves the Franchise Agreement between the City of Watertown and the BCDD LLC, attached hereto and made part thereof, and

BE IT FURTHER RESOLVED that City Manager, Eric F. Wagenaar is hereby authorized and directed to execute the Agreement on behalf of the City.

**Seconded by** \_\_\_\_\_

# **FRANCHISE AGREEMENT**

## **CITY OF WATERTOWN, NEW YORK AND BCDD LLC**

This Franchise Agreement (the “Agreement”) is being made and is intended to be effective as of August 1, 2024, between **CITY OF WATERTOWN, NEW YORK**, with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”) and **BCDD LLC**, with principal offices located at 250 Cortland Ave, Lombard, IL 60148 (“BCDD”).

### **INTRODUCTION**

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a community recreational facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”); and

WHEREAS, the Fairgrounds contains many venues, one of which is the Watertown Municipal Arena (the “Arena”) which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

WHEREAS, the City desires to promote future recreational activities at its Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience, and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract with BCDD, a hockey franchise which competes in the Federal Prospects Hockey League (or a different league of a different name of comparable caliber of play), for use by the BCDD of the Arena as its home venue; and

WHEREAS, the parties desire to set forth an agreement by which BCDD may enjoy a franchise for the use of the City facilities at the Arena for the 2024-2027 hockey seasons in consideration of mutual covenants and agreements as stated herein, the City and BCDD agree as follows:

## **AGREEMENT**

### **Section 1 – Term of Franchise**

The term of this Franchise Agreement shall be from the period from August 1, 2024 through April 30, 2027.

Ice Season Year 1: September 23, 2024 through April 30, 2025.

Ice Season Year 2: September 22, 2025 through April 30, 2026.

Ice Season Year 2: September 21, 2026 through April 30, 2027.

### **Section II – Franchise Facilities Use Grant**

The City grants BCDD a franchise for the use of the following facilities at the Arena:

a. BCDD shall have exclusive access to a locker room identified on the building diagram attached as Exhibit “A” as the “home locker room.” The risk of loss for BCDD equipment and gear shall remain with BCDD during the term of this Agreement.

b. BCDD shall be furnished with a key for exterior access to the “home locker room.” Arena access is granted solely for the purpose of returning equipment following away games. Any access outside of the team’s locker room is prohibited during “off hours” when the ice rink is closed. The Arena key shall be signed out prior to each season by the team manager, or their designee, and returned promptly at the conclusion of each season. Duplication of either key is prohibited. Any misuse of this privilege shall result in its immediate revocation.

c. BCDD may name the locker room, through sponsorship, with the name to remain throughout the term of this Agreement.

d. BCDD may locate a “pro shop” within the “Vendor Area.” Only souvenirs, equipment and merchandise related to BCDD or the Federal Prospects Hockey League or their sponsor may be sold at the pro shop. The risk of loss of all merchandise, equipment, or souvenirs shall remain with BCDD during the term of this Agreement.

e. At the time of any home BCDD game, other locker rooms shall be made available to the opposing team and to the officials two (2) hours before the start of the game. The opposing team’s locker room is identified as the “away locker room” and the officials’ locker room is identified as “officials locker room” on Exhibit “A.” BCDD agrees to work with the City in the event that this time needs to be shortened due to other events occurring within the Arena.

f. During the term of this Agreement, BCDD will be provided a space by the City within the main locker room area for the BCDD skate sharpening equipment. BCDD shall not have access to, nor use, the City-owned skate sharpener, nor shall the City have access to, nor use, BCDD’s sharpener. BCDD’s sharpening equipment shall only be used to sharpen skates of BCDD personnel and those affiliated with the organization.

g. BCDD shall have access to the Arena press box and sound system for all BCDD home games at least one hour prior to game time, so long as there is no disruption to the group renting the ice at that time. The equipment to be made available is the City's existing system consisting of: sound system, microphone, and scoreboard control panel. Only those employees needing to work from the press box are permitted in the press box area.

h. BCDD shall be granted use of an off-season office within the Arena. Said office may not be the same office as provided during the season.

i. BCDD shall be permitted, upon proof of insurance naming the City as an additional insured on its contractor's commercial general liability insurance coverage, to install a video board in the Arena for BCDD's use. Written approval by the City concerning the video board and its placement shall be required before any such permanent installation is made. If a permanent installation is made, BCDD must pay New York State prevailing wage rates for its installation, and present proof of the same to the City upon completion.

j. The City will be responsible for setting up a "queue" area that will allow ticket purchasers to assemble inside the lobby in an organized fashion. This should be clearly marked and should flow without the use of BCDD personnel.

k. The City will provide tables and chairs for all scheduled home games.

l. The City will ensure there is reliable wireless access in the Arena, as well as in the lobby of the Arena for each season. The BCDD will use its own internet, provided by Spectrum, for streaming and activities within the Arena. No one shall connect any device that alters or expands the City's WIFI, or wired network. This includes, but is not limited to, routers, switches, repeaters, and Devices Internet Connection Sharing.

### **Section III – Other BCDD Rights and Privileges Pursuant to Franchise**

In addition to being granted this franchise for use of designated City facilities, the City hereby grants an exclusive franchise to BCDD for the following sales and concessions:

a. For beer and wine sales see Section IV.

b. BCDD shall have the exclusive right to sell signage within the Arena, including sales on boards (interior and exterior) and framed areas on the Arena's walls, imbedded in the ice rink surface, on the three (3) panels of glass directly behind the west goal and mounted on a City-owned Zamboni. Advertising by BCDD will be permitted in the lobby of the Arena with approval from the Superintendent of Parks and Recreation (the "Superintendent"). BCDD is permitted to sell the naming rights to the ice rink portion of the Arena for each hockey season under this Agreement. BCDD agrees to pay the City ten percent (10%) of the proceeds from the naming of the ice rink. The contract for the naming of the ice rink must be made available to the Superintendent for review and approval. All advertising placed on boards shall be non-permanent in nature and shall adhere to the City's specifications. The City will provide all specifications for the wall-mounted advertisements. The City reserves the right to review and approve all advertising

copies prior to its installation. All advertising must be removed at the end of the hockey season. Arena staff will be responsible for installing and removing all signage. For all advertising rights during the contract term, other than for naming of the ice rink, BCDD shall pay an annual fee of \$1,750.00, which shall be paid no later than October 1<sup>st</sup>, annually.

c. BCDD will also be granted rights to designate certain Arena seating, other than the bleachers, as reserved seating for corporate sponsors, both inside the Arena and in the lobby area, and will be responsible for adding signage to designate accordingly.

d. BCDD shall be the sole hockey team and/or “Junior amateur hockey team, e.g. Syracuse Stars caliber team” (this does not include any of the youth programs currently operating in the City’s geographic area) to hold a franchise for games for the 2024-2027 seasons. BCDD will also hold the “Right of first Refusal” for a Franchise Agreement on all subsequent hockey seasons.

#### **Section IV – BCDD Obligations**

The following constitutes the BCDD obligations in connection with the franchises granted herein:

a. Rates and Charges.

Ice time will be charged as an annual flat fee and will include practices and games. Additional ice rental (camps, clinics, etc.) will be billed at regular hourly rates, per the City’s fee schedule. The annual flat fee will be divided into eight (8) payments and billed monthly from September – April. Payment must be made by the 1<sup>st</sup> day of the month for that month’s scheduled ice time. If full payment is not made by BCDD by the 1<sup>st</sup> day of the month for that month’s scheduled ice time or any other unpaid invoice is over 30 days outstanding, BCDD will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month’s end for any additional ice time hours used above and beyond scheduled time by BCDD, payable within 30 days. BCDD shall not receive credit for any unused, but scheduled, ice time. Annual ice rental fees do not include advertising or trash fees.

**Annual Ice Rental Fees**

2024-2025 Season: \$33,630

2025-2026 Season: \$34,640

2026-2027 Season: \$35,680

b. Beer and Wine Sales.

BCDD is granted exclusive rights to provide for the sale of beer and wine at any events to be held in the Arena during each ice season, as approved by the City Manager, pursuant to the Agreement, and/or to enter into a sub-franchise agreement with a vendor, which shall obtain a seasonal license for the beer and wine sales for the Arena limited to the term of each hockey season included in this Agreement. The City is to provide a location for the sale of beer and wine either in the form of a permanent structure complete with applicable refrigeration facilities, or an area where a temporary trailer can be placed. This area must be agreed upon by both BCDD and

the City. BCDD must accommodate any event requesting beer and wine in the arena during each ice season within the Franchise Agreement, with the Superintendent's approval. BCDD will be provided, with at least ten (10) days' notice to ensure proper planning time, in the event the City requests beer and wine to be sold. BCDD is permitted to serve two (2) alcoholic beverages per person per sale transaction.

BCDD sub-franchise agreement with said vendor shall provide that the vendor shall be bound by the terms and conditions of any license issued by the New York State Liquor Authority ("SLA"), and shall also be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "B."

BCDD shall ensure that said vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. The vendor must also agree that it will discontinue the sale of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police and shall provide proof of vendor's liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate for the term of its seasonal license.

BCDD acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that the vendor has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, BCDD's right to contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

BCDD acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

BCDD acknowledges that "tailgating" on City Fairgrounds property is not permitted and that BCDD shall be responsible for monitoring the parking areas surrounding the Arena to ensure compliance. No alcohol may be consumed on any City Fairgrounds property except within the Arena.

Any changes to this agreement made necessary by the SLA or any other regulatory authority to ensure the issuance and continuation of vendor's license to offer beer and wine sales shall first be proposed, in writing, by BCDD legal counsel. If the City incurs any legal fees in connection with negotiating and implementing such changes, BCDD agrees to reimburse the City its reasonable legal fees and disbursements leading to the adoption of such changes.

c. Food Concessions.

BCDD acknowledges that the concession stand located in the Arena will be the only source of food sold during the BCDD games. BCDD is permitted to provide food and beverages from other outside vending sources to staff and others affiliated with the organization during all team functions, including games, postgame only. BCDD will be permitted to set up a VIP area on the second floor in the Arena or party room. These areas must be code compliant. A \$2.00 per person fee for all people permitted in the VIP area will be charged to BCDD. BCDD will be responsible for providing a headcount during the events and shall be invoiced accordingly. City staff may verify VIP attendance.

d. Birthday Parties.

BCDD acknowledges that it shall purchase food through the Arena concession stand for all birthday parties. BCDD acknowledges that the cost to rent the birthday party room is \$25 per hour, per room. BCDD must provide cake and/or ice cream, and paper products for the cake and/or ice cream for all birthday parties.

e. Liability Insurance/Workers' Compensation/Disability Insurance.

BCDD shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications of coverage, in the amount of \$1,000,000 individual/\$2,000,000, for the term of this franchise. The certificate of insurance must reflect that the additional insured status is in effect for the entire term of this Agreement, and further reflect that the City shall be entitled to at least 30 days' prior written notice of any cancellation of BCDD's insurance for any reason whatsoever. BCDD shall provide Proof of Insurance for commercial general liability insurance the City prior to taking occupancy each September.

BCDD shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of New York State. Proof of this insurance must be provided to the City upon signing of this Agreement, and each September prior to taking occupancy each year of the Agreement thereafter. This insurance shall cover all persons who are employees of BCDD under the laws of New York State.

f. Code Compliance.

BCDD acknowledges that all activities are subject to the provisions of the New York State Fire Prevention and Building Code.

g. Security.

BCDD shall provide readily identifiable security by a professional security force for each home game. Any private security firm used by BCDD shall be registered with the New York State Department of State per N.Y. Gen. Bus. Law Section 89-G. Such professional security force shall be adequate to maintain safety and discipline among the attendees. BCDD will require

a minimum number of five (5) security guards for games with attendance up to 600. If the attendance exceeds 600, one (1) additional security guard may be requested for every 150 in attendance at the games, up to a maximum of eight (8) security guards. In the event the Superintendent determines, in his/her sole discretion, that any event already in progress or otherwise, that BCDD security is inadequate, the City shall have the right to require additional security be provided; or to suspend future games until the BCDD agree to provide additional security. Inadequate security may be considered a breach of this Agreement. Additional security guards can be requested by the City for playoff games.

h. Damages.

In the event any of the locker rooms, lockers, restrooms, office space, or any other public areas are damaged by actions attributable to BCDD, their opposing team, or the fans, the repairs to such damage shall be the responsibility of BCDD and shall be promptly performed by the City and billed directly to BCDD. If it is determined that rink glass is intentionally broken by fans, BCDD will be responsible for paying the cost of the glass and contacting the authorities to press charges against the individual(s) who broke the glass. Replacement of damaged property shall be equal to existing property. The City will follow the City purchasing policy by obtaining quotes, when necessary. The invoice shall be due and payable within 30 days.

i. Cleaning After Games.

BCDD shall provide a cleaning staff of at least four (4), following each home game, to clean the Arena, including cleaning of all locker rooms; cleaning of all areas where beer and wine sales are made; and cleaning of the bleachers. All cleaning and disposal of trash, rubbish, etc., must be performed by BCDD on the same night when a game is held, and to the satisfaction of the Superintendent or his/her designee. This cleaning will consist only of picking up trash from all areas, rough sweeping of bleacher areas, and “spot” mopping of any spilled items. This is not to be considered a “thorough” cleaning of the facility. Failure to properly clean may result in a \$300 fee, per occurrence, as deemed appropriate by the Superintendent.

j. Trash Removal.

The parties agree that BCDD shall pay \$250.00, for each year of this Agreement, for trash removal from the Arena. Said payment shall be paid annually by October 1<sup>st</sup>.

k. After-hours Access.

If BCDD requires after-hours/holiday access to the Arena facility, BCDD shall arrange for the same in advance.

l. Hold Harmless.

BCDD shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys’ fees, from any and all loss, costs, or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity

by reason of BCDD operation, use, or occupation of designated facilities, and resulting from any act or omission of BCDD or any of its officers, agents, employees, guests, patrons, or invitees. The liability insurance in the type and amounts identified in this Section IV, naming the City as an additional named insured shall be sufficient for purposes of meeting BCDD obligations under this paragraph.

### **Section V – City Obligations**

The City agrees to undertake the following obligations:

- a. The City shall provide the locker rooms.
- b. The City will maintain the ice in good condition.
- c. The City will undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the BCDD schedule for each season.
- d. Prior to the commencement of this Agreement and for the term thereof, the City shall have on hand extra glass for the rink board in the event glass breaks during practice or games. BCDD will be billed for the costs (materials and labor) associated with any replacement caused by actions of fans, players and/or those associated with the respective teams during games and/or practices, but City employees will be responsible for installing replacement glass as expeditiously as possible. The invoice is payable within 30 days.
- e. The City shall indemnify and hold the BCDD harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of any act or omission of the City or any of its officers, agents, employees, guests, patrons, or invitees.

### **Section VI – Anticipated Home Games and Contingency**

BCDD will proceed to schedule between 26 and 30 home games each season within this Agreement.

The parties further anticipate BCDD participation in playoff games, which games will likely be evenly split for scheduling purposes.

The parties to this Agreement agree to work together to schedule home games in such a fashion as to result in a minimum disruption to other groups or individuals utilizing the Arena ice facility.

This Agreement is expressly contingent on the mutual agreement of the parties to a schedule of games. If the parties cannot come to a written agreement on the schedule prior to September 1 of each year, this Agreement will not be binding on either party and will be null and

void. Each party shall bear its own expense in anticipation of performing the contract, provided that City shall refund any sums prepaid for trash and signage fees hereunder.

### **Section VII – Maintenance**

The City agrees, at its own expense, that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this Agreement. The City further agrees that it shall bear the cost of electric facilities and electric service to the premises, except as otherwise provided herein.

### **Section VIII – Return of Premises**

BCDD agrees to return all franchised premises to the City, upon the expiration of this Agreement, in as good condition as when BCDD received possession of the premises, reasonable wear and tear excepted, and excepting damage to the premises caused by others when the premises were not under the control of BCDD.

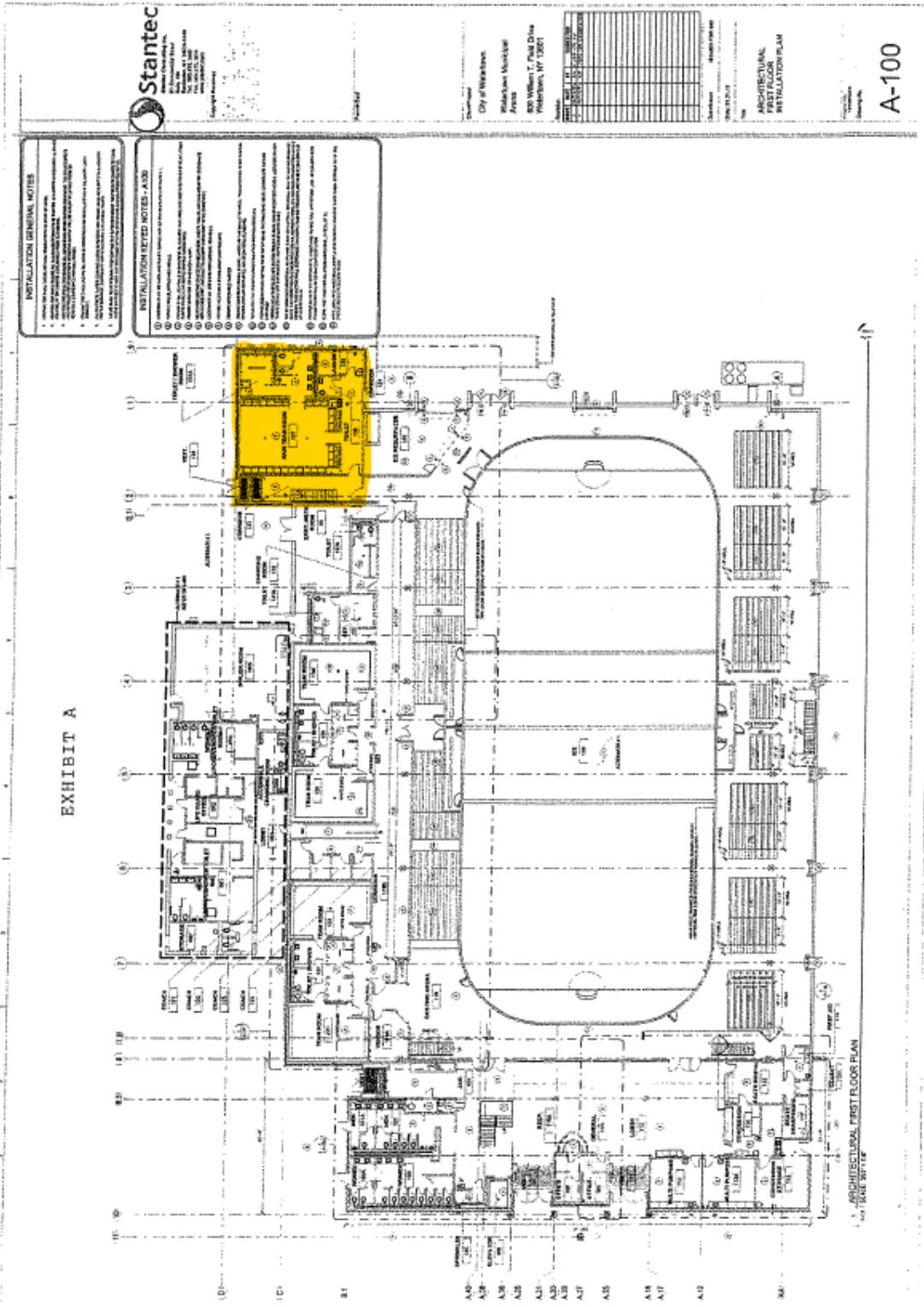
BCDD acknowledges that, as of the commencement of this Agreement, the BCDD has received the premises in good condition.

### **Section IX – Venue and Applicable Law**

- a. This Agreement shall be construed in accordance with the laws of the State of New York.
- b. The City and BCDD agree that venue for any legal action arising from a claimed breach of this Agreement is in the Supreme Court, State of New York, in and for the County of Jefferson.
- c. This instrument contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, with respect to the transactions and performance contemplated herein. No amendment of this Agreement shall be binding unless executed in writing by both parties.



# Exhibit A



## **Exhibit B**

### ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.

- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.
- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.
- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
  - Valid New York State driver's license or a valid driver's license from any other state or Canada.
  - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
  - Valid United States military identification.
  - Valid passport or visa from the United States government or any other country.

**College ID OR Sheriff's ID Cards  
are *NOT* acceptable Proof of Age.**

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

## Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Res No. 3

July 9, 2024

To: The Honorable Mayor and City Council  
From: Tina Bartlett-Bearup, Purchasing Manager  
Subject: Authorizing the Sale of Surplus DPW Vehicles and Equipment

The Public Works (DPW) Department has submitted a listing of surplus vehicles and equipment to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Staff are recommending that the vehicles and equipment listed below be sold through Auctions International's online website:

<b>Vehicle #</b>	<b>Year</b>	<b>Description</b>	<b>Department</b>	<b>Date Added</b>
1-003	2007	FREIGHTLINER M2-106 WITH G-S PACKER	8160	7/8/24
1-015	1997	MACK 4X4 PLOW	5142	7/8/24
1-077	1977	SMI SNOW BLOWER	5142	7/8/24
1-095	2001	INTERNATIONAL 4700 4X2	5010	7/8/24
1-151	2015	BRI-MAR DUMP TRAILER	5010	7/8/24
2-021	2009	FORD F350 WITH READING SERVICE BODY	8340	7/8/24
4-005	2001	FORD F350	7110	7/8/24
5-016	1969	JOHN DEERE TRACTOR	7190	7/8/24
6-012	1980	GE 60K 3 PHASE GENERATOR	5186	7/8/24
A-001A	2009	CHEVY IMPALA	1355	7/8/24

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus DPW  
Vehicles and Equipment

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown has various surplus vehicles and equipment, the description of which is attached and made a part of this resolution, and

WHEREAS these vehicles and equipment may have some value best determined by an online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by online auction, of the various surplus vehicles and equipment as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

**Seconded by** \_\_\_\_\_

# CITY OF WATERTOWN

## SURPLUS ITEMS

Q2 - 2024

The following vehicles and/or items are no longer in use by City and can be declared surplus and disposed of through the auction process

Vehicle #	Year	Description	Department	Date Added
1-003	2007	FREIGHTLINER M2-106 WITH G-S PACKER	8160	7/8/24
1-015	1997	MACK 4X4 PLOW	5142	7/8/24
1-077	1977	SMI SNOW BLOWER	5142	7/8/24
1-095	2001	INTERNATIONAL 4700 4X2	5010	7/8/24
1-151	2015	BRI-MAR DUMP TRAILER	5010	7/8/24
2-021	2009	FORD F350 WITH READING SERVICE BODY	8340	7/8/24
4-005	2001	FORD F350	7110	7/8/24
5-016	1969	JOHN DEERE TRACTOR	7190	7/8/24
6-012	1980	GE 60K 3 PHASE GENERATOR	5186	7/8/24
A-001A	2009	CHEVY IMPALA	1355	7/8/24

Res No. 4

July 11, 2024

To: The Honorable Mayor and City Council  
From: Eric Wagenaar, City Manager  
Subject: Authorizing the Sale of Surplus Fire Equipment – Knox Boxes

The Fire Department has submitted a memorandum identifying several Knox Box KeySecure 3B retention boxes, models that the department no longer uses and therefore are no longer of value to the City.

Staff are recommending that thirteen (13) Knox Box KeySecure 3B retention boxes be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus  
Fire Equipment – Knox Boxes

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown has thirteen (13) surplus Knox Box KeySecure 3B retention boxes, and

WHEREAS these vehicles and equipment may have some value best determined by an online auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by online auction, of the Knox Box KeySecure 3B retention boxes, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

**Seconded by** \_\_\_\_\_



## CITY OF WATERTOWN FIRE DEPARTMENT

224 SOUTH MASSEY STREET  
WATERTOWN, NEW YORK 13601  
OFFICE: 315-785-7800  
FAX: 315-785-1821



**To:** Manager Wagenaar

**From:** Chief Timerman

**Date:** July 8, 2024

**Re:** Knox Box KeySecure Units

Manager Wagenaar,

Watertown Fire Department has operated a Knox Box entry system for properties within the City of Watertown for the past 20 years or more. The system provides rapid access to properties during emergency situations. One component of the system are the key retention boxes carried on our apparatus. Over the past two years we have slowly been replacing our obsolete KeySecure 3B retention boxes with new KeySecure 6 boxes. The KeySecure 3Bs have not been available for purchase for several years and parts are no longer available.

Other municipalities are facing the same problem but have not yet made the transition to the newer version. Over the past two weeks, I have received two requests from municipalities looking for used Knox KeySecure 3B units to maintain their programs. It is my recommendation that we request council deem these units obsolete and consider their sale to the municipalities who have expressed interest.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matthew Timerman".



Res No. 5

July 8, 2024

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Readopting Fiscal Year 2024-25 General Fund and Sewer Fund Budgets to Correct Vehicle Appropriations

The Proposed Fiscal Year 2024-25 Budget included a pickup truck replacement for vehicle #1-025 in the Department of Public Works Maintenance of Roads account (A.5110.0230 - \$80,000) and a pickup truck replacement for vehicle #1-090 split equally between Department of Public Works Storm Sewer account (A.8140.0230 - \$40,000) and Department of Public Works Sanitary Sewer account (G.8120.0230 - \$40,000).

During the June 3, 2024 budget work session there was consensus to eliminate one pickup truck. Unfortunately, the wrong pickup was deleted. The adopted budget includes an appropriation for the replacement of vehicle 1-090 and not 1-025. The proposed budget cut was to delete the replacement of 1-090 and not 1-025.

A resolution has been prepared for City Council consideration to re-adopt the Fiscal Year 2024-25 General Fund and Sewer Fund Budgets to appropriate additional General Fund fund balance (\$40,000) and correctly reflect which vehicle is to be replaced (1-025).

**RESOLUTION**

Page 1 of 2

Readopting Fiscal Year 2024-25 General Fund and Sewer Fund Budgets to Correct Vehicle Appropriations

Council Member KIMBALL, Robert O.  
 Council Member OLNEY III, Clifford G.  
 Council Member RUGGIERO, Lisa A.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS on June 3, 2024 the City Council passed a resolution adopting the Budget for Fiscal Year 2024-25, of which \$57,714,496 was appropriated for the General Fund and,

WHEREAS the Proposed Fiscal Year 2024-25 Budget included a pickup truck replacement for vehicle #1-025 in the Department of Public Works Maintenance of Roads account (A.5110.0230 - \$80,000) and a pickup truck replacement for vehicle #1-090 split equally between Department of Public Works Storm Sewer account (A.8140.0230 - \$40,000) and Department of Public Works Sanitary Sewer account (G.8120.0230 - \$40,000), and

WHEREAS on June 3, 2024 during a budget work session there was consensus to eliminate a pickup truck, and

WHEREAS the wrong pickup truck was eliminated from the proposed budget,

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund and Sewer Fund Budgets for Fiscal Year 2024-25 to add the pickup truck replacement for vehicle #1-025 in Department of Public Works Maintenance of Roads and delete the pickup truck replacement for vehicle #1-090 in Department of Public Works Storm Sewer and Department of Public Works Sanitary Sewer, and

BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund and Sewer Fund Budgets for Fiscal Year 2024-25 and makes the following adjustments in the re-adopted General Fund and Sewer Fund Budgets:

**GENERAL FUND**

Revenues and Appropriated Fund Balance:

A.0000.0909 Appropriated Fund Balance \$ 40,000

Expenditures:

A.5110.0230 Maintenance of Roads (#1-025) \$ 80,000

A.8140.0230 Storm Sewer – Vehicles (#1-090) (40,000)

\$ 40,000

# RESOLUTION

Page 2 of 2

Readopting Fiscal Year 2024-25 General Fund and Sewer Fund Budgets to Correct Vehicle Appropriations

Council Member KIMBALL, Robert O.  
 Council Member OLNEY III, Clifford G.  
 Council Member RUGGIERO, Lisa A.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

## SEWER FUND

Revenues and Appropriated Fund Balance:

G.0000.0909 Appropriated Fund Balance                    \$ (40,000)

Expenditures:

G.8120.0230 Sanitary Sewer – Vehicles (#1-090)    \$ (40,000),

And,

BE IT RESOLVED that the attached vehicle replacement description page be considered part of the re-adopted General Fund Budget.

*Seconded by* \_\_\_\_\_

A5110 – Maintenance of Roads

Fiscal Year 2024-25  
Vehicles and Equipment

Pickup Truck Replacement (1-025)

\$80,000

Vehicle 1-025 is a 2007 Ford F350, 2WD W/Utility box that is used by Public Works as a front-line unit throughout the City. It is used for the roads department as a crew vehicle. Due to its age, there is quite a bit of corrosion throughout the chassis. The truck will be replaced by a similar style truck and utility box. The replacement vehicle will be purchased from the NYSOGS mini-bid process. The pictured vehicle below will be re-purposed to another division or disposed of at auction.



Res No. 6

July 9, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2023-24 through 2027-28 Capital Fund Budget – Flower Memorial Library Roof Replacement

Included in the Fiscal Years 2023-24 Capital Budget was the Flower Memorial Library Roof Replacement project at an estimated cost of \$165,000 which was funded by the American Rescue Plan Act of 2021 (ARPA).

In tonight's agenda, City Council was presented with a resolution to accept the bid submitted by PTL Contracting Corp. in the amount of \$210,000 resulting in a deficit of \$45,000.

To close the funding gap appropriating additional ARPA funds is recommended. Accordingly, the attached resolution has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Readopting Fiscal Years  
2023-24 through 2027-28  
Capital Budget – Flower Memorial  
Library Roof Project

Council Member KIMBALL, Robert O.  
 Council Member OLNEY III, Clifford G.  
 Council Member RUGGIERO, Lisa A.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.  
 Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS on June 5, 2023 the City Council adopted the Fiscal Years 2023-24 through 2027-28 Capital Budget which included the Flower Memorial Library roof replacement project at an estimated cost of \$165,000 which was funded by American Rescue Plan Act of 2021 funds, and

WHEREAS the City has received a bid for the construction of the project from PTL Contracting Corp. in the amount of \$210,000 which results in a funding shortfall of \$45,000 and,

WHEREAS the City has sufficient unallocated American Rescue Plan Act of 2021 funds to cover the project funding gap,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2023-24 through 2027-28 Capital Budget to allocate \$45,000 of American Rescue Plan Act of 2021 funds to the project.

**Seconded by** \_\_\_\_\_

FISCAL YEAR 2023-2024  
CAPITAL BUDGET  
FACILITY IMPROVEMENTS  
LIBRARY

PROJECT DESCRIPTION	COST
<p><b>Roof Replacement</b></p> <p>The roof on the historic part of the library is in need of replacement. The last time the roof was replaced was in 1999. The roof is damaged in many areas beyond what a simple repair can fix. The total amount includes materials, labor and architectural costs as estimated by the city engineers.</p> <div style="display: flex; justify-content: space-around;"> <div data-bbox="175 821 740 1570"> </div> <div data-bbox="773 978 1219 1570"> </div> </div> <p>Funding to support this project will be from the American Rescue Plan Act of 2021.</p>	<p><b>\$165,000</b></p>
<b>TOTAL</b>	<b>\$165,000</b>

Res No. 7

July 9, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Bid for Flower Memorial Library Roof Replacement Project – PTL Contracting Corp.

The City’s Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Flower Memorial Library Roof Replacement Project, per City specifications and publicly opened and read the sealed bids on June 27, 2024, at 11:00 a.m. EST. Bids were provided to seven (7) plan houses and fifty-four (54) potential vendors.

The Purchasing Department received four (4) sealed bid submittals and the bid tabulations are shown below:

	PTL Contracting Corp.	Titan Roofing, Inc.	DeWald Roofing Co. Inc.	New Britain Roofing Company
Vendor Name, Address, Point of Contact and email address	27840 County Route 193	200 Tapley Street	PO Box 479; 85 Corporate Park Drive	721 Fox Street
	Theresa, NY 13691	Springfield, MA 01104	Central Square, NY 13036	Horseheads, NY 14845
	Trisha Amato	Shawna Pazmino-Brook	Michael Middleton	Jeffrey Redner
	<a href="mailto:trisha@ptlroofing.com">trisha@ptlroofing.com</a>	<a href="mailto:mail@titanroofing.com">mail@titanroofing.com</a>	<a href="mailto:mike@dewaldroofing.com">mike@dewaldroofing.com</a>	<a href="mailto:jredner@newbritain-roofing.com">jredner@newbritain-roofing.com</a>
<b>Total Base Bid</b>	\$210,000.00	\$228,700.00	\$262,300.00	\$354,000.00
<b>ADD: Alternate #1 (30 year Roof Warranty)</b>	\$30,000.00	\$10,900.00	\$27,000.00	\$31,000.00

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Flower Memorial Library Roof Replacement Project to PTL Contracting Corp. as the lowest responsive responsible bidder at a total price of **\$210,000.00**.

The Flower Memorial Library Roof Replacement Project will be funded by the American Rescue Plan Act of 2021 (\$210,000).

If there are any questions concerning this recommendation, please contact me at your convenience.

# RESOLUTION

Page 1 of 1

Accepting Bid for Flower Memorial Library  
Roof Replacement Project – PTL Contracting  
Corp.

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the City desires to replace the roof on the historic part of the library as it was last replaced in 1999 and is damaged in many areas and beyond repair, and

WHEREAS the Purchasing Department advertised and received four (4) sealed bids for the Flower Memorial Library Roof Replacement Project, and

WHEREAS on June 27, 2024, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by PTL Contracting Corp., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from PTL Contracting Corp. in the amount of \$210,000.00.

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

**Seconded by** \_\_\_\_\_



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

2023 Flower Memorial Library Roof Replacement Project

Bid / RFP Number:

Bid #2024-14

Opening Date:

Thursday, June 27th, 2024 @ 11:00 AM

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

Vendor Name, Address, Point of Contact and email address	PTL Contracting Corp.	Titan Roofing, Inc.	DeWald Roofing Co. Inc.	New Britain Roofing Company
	27840 County Route 193	200 Tapley Street	PO Box 479; 85 Corporate Park Drive	721 Fox Street
	Theresa, NY 13691	Springfield, MA 01104	Central Square, NY 13036	Horseheads, NY 14845
	Trisha Amato	Shawna Pazmino-Brook	Michael Middleton	Jeffrey Redner
	<a href="mailto:trisha@ptlroofing.com">trisha@ptlroofing.com</a>	<a href="mailto:mail@titanroofing.com">mail@titanroofing.com</a>	<a href="mailto:mike@dewaldroofing.com">mike@dewaldroofing.com</a>	<a href="mailto:jredner@newbritain-roofing.com">jredner@newbritain-roofing.com</a>
<b>Total Base Bid</b>	\$210,000.00	\$228,700.00	\$262,300.00	\$354,000.00
<b>ADD: Alternate #1 (30 year Roof Warranty)</b>	\$30,000.00	\$10,900.00	\$27,000.00	\$31,000.00
Addendum Acknowledgement (if any)	Y	Y	Y	Y
Bid Bond or Check (B / C)	B	B	B	B
Non-Collusive Bidding Certificate	Y	Y	Y	Y
Certificate of Compliance with the Iran Divestment Act	Y	Y	N	Y
Sexual Harassment Form	Y	Y	N	Y
SAM's & NYS Debarred	N	N	N	N

Res No. 8

July 8, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Accepting Proposal for Drug & Alcohol Testing Services – Encompass Workplace Testing, LLC

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors for Drug & Alcohol Testing Services, per City specifications and publicly opened and read the sealed proposals on June 26, 2024, at 11:00 a.m. EST. Proposals were provided to nine (9) plan houses and eight (8) potential vendors.

The Purchasing Department received two (2) sealed proposal submittals and the fee schedule tabulations are attached for reference.

The Purchasing Manager and Human Resources Department reviewed the response to ensure compliance with the specifications and hereby recommend that City Council award the contract for Drug & Alcohol Testing Services (as-needed basis) to Encompass Workplace Testing, LLC using the fee schedule herein for a period of three (3) years, with an option to renew for two (2) mutually agreeable one-year extensions.

If there are any questions concerning this recommendation, please contact me at your convenience.

# RESOLUTION

Page 1 of 1

Accepting Proposal for Drug & Alcohol Testing Services – Encompass Workplace Testing, LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

YEA	NAY

**Introduced by** \_\_\_\_\_

WHEREAS the Purchasing Department has advertised and received sealed proposals for drug and alcohol testing for safety sensitive employees of the City of Watertown effective the date of agreement signing for a period of three (3) years, with an option to renew for two (2) mutually agreeable one-year extensions, and

WHEREAS on Wednesday, June 26, 2024, at 11:00 a.m., the proposals received were opened, and

WHEREAS Purchasing Manager Tina Bartlett-Bearup reviewed the proposals received with the Human Resource Department and it is their recommendation that the City Council accept the lowest responsive responsible proposal submitted by Encompass Workplace Testing, LLC, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the proposal received from Encompass Workplace Testing, LLC per the attached fee schedule, and

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

**Seconded by** \_\_\_\_\_



<b>CITY OF WATERTOWN, NEW YORK</b>
CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Project:	Drug & Alcohol Testing Services
Bid / RFP Number:	#2024-04
Opening Date:	Wednesday, June 26th 2024 @11:00 AM

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

Vendor Name, Address and Point of Contact	Encompass Workplace Testing, LLC					Statcare Urgent & Walk-in Medical Care PLLC dba Nao Medical		
	22734 Murrock Circle					135 Mineola Blvd		
	Watertown, NY 13601					Mineola, NY 11501		
	Sarah J. Rolfe					Jana Urban Geyer		
	<a href="mailto:sarah@encompassworkplacetesting.com">sarah@encompassworkplacetesting.com</a>					<a href="mailto:geyeri@naomedical.com">geyeri@naomedical.com</a>		
	DURING BUSINESS HOURS TESTING					DURING BUSINESS HOURS TESTING		
# OF EMPLOYEES	DRUG TESTING COLLECTION & ANALYSIS (Rapid)	DRUG TESTING COLLECTION & ANALYSIS (Lab)	ALCOHOL	MRO/SERVICES (NEGATIVE RESULT)	MRO/SERVICES (POSITIVE RESULT)	DRUG TESTING COLLECTION & ANALYSIS	ALCOHOL	MRO/SERVICES
75	\$40.00	\$60.00	\$35.00	\$5.00	\$40.00	\$60.00	\$60.00	Included
100	\$40.00	\$60.00	\$35.00	\$5.00	\$40.00	\$60.00	\$60.00	Included
125	\$37.00	\$55.00	\$33.00	\$5.00	\$40.00	\$60.00	\$60.00	Included
150	\$37.00	\$55.00	\$32.00	\$5.00	\$40.00	\$60.00	\$60.00	Included
PER INDIVIUDAL COST			\$33.75	\$5.00	\$40.00	\$60.00	\$60.00	Included
	AFTER HOURS TESTING					AFTER HOURS TESTING		
# OF EMPLOYEES	DRUG TESTING COLLECTION & ANALYSIS (Rapid)	DRUG TESTING COLLECTION & ANALYSIS (Lab)	ALCOHOL	MRO/SERVICES (NEGATIVE RESULT)	MRO/SERVICES (POSITIVE RESULT)	DRUG TESTING COLLECTION & ANALYSIS	ALCOHOL	MRO/SERVICES
75	\$40.00	\$60.00	\$35.00	\$5.00	\$40.00	\$360.00	\$360.00	Included
100	\$40.00	\$60.00	\$35.00	\$5.00	\$40.00	\$360.00	\$360.00	Included
125	\$40.00	\$60.00	\$33.00	\$5.00	\$40.00	\$360.00	\$360.00	Included
150	\$40.00	\$60.00	\$32.00	\$5.00	\$40.00	\$360.00	\$360.00	Included
PER INDIVIUDAL COST	\$40.00	\$60.00	\$33.75	\$5.00	\$40.00	\$360.00	\$360.00	Included
	* Misc. reports and clearing house services are a zero (0) charge.							
	** A flat rate of \$75.00 per hour is charged in addition to collection fees.							
	*** mileage is charged at a rate of 0.67/mile when traveling greater than 15 miles from our business office.							
Addendum Acknowledgement (if any)	X					N		
Bid Bond or Check (B / C)	N/A					N/A		
Non-Collusive Bidding Certificate	X					X		
Certificate of Compliance with the Iran Divestment Act	X					X		
Sexual Harassment Form	X					X		
SAM's & NYS Debarred	N					N		

July 8, 2024

To: The Honorable Mayor and City Council  
From: James Mills, City Comptroller  
Subject: Property Purchase Offer – 58 Spring Street

The City has received a purchase offer in the amount of \$2,000 from Mark Parker for 58 Spring Street. The City acquired the parcel from St. Michael Properties in July 2022 as a result of the tax sale certificate process. St. Michael Properties had purchased the parcel from the City in 2010. The amount of unpaid taxes and interest was \$106.14. Mr. Parker purchased 829 Water Street in 2020.



## James Mills

---

**From:** Kim Harten <kimberlyharten@yahoo.com>  
**Sent:** Tuesday, July 2, 2024 5:55 AM  
**To:** James Mills; Mark Parker  
**Subject:** City Property Purchase 58 Spring Street

You don't often get email from kimberlyharten@yahoo.com. [Learn why this is important](#)

To whom It May Concern,

Would like to purchase 58 Spring Street, Watertown, NY 13601 to merge with my currently owned property at 829 Water Street, Watertown, NY 13601.

I would like to offer \$2,000 for the purchase.

If you need any additional information, please let me know.

Please confirm receipt of this request.

Thank you,  
Mark Parker  
315-767-6177



## Property Description Report For: 58 Spring St, Municipality of City of Watertown

*No Photo Available*

<b>Status:</b>	Active	<b>Roll Section:</b>	Taxable
<b>Swis:</b>	221800	<b>Tax Map ID #:</b>	4-26-322.000
<b>Account #:</b>	18103940	<b>Property Class:</b>	340 - Vacant indus
<b>Site:</b>	RES 1	<b>In Ag. District:</b>	No
<b>Site Property Class:</b>	340 - Vacant indus	<b>Zoning Code:</b>	R - Residential
<b>Neighborhood Code:</b>	00708	<b>School District:</b>	Watertown
<b>Total Acreage/Size:</b>	50 x 94	<b>Total Assessment:</b>	2024 - \$1,350 2023 - \$1,350
<b>Land Assessment:</b>	2024 - \$1,350 2023 - \$1,350	<b>Property Desc:</b>	50x94 426322
<b>Full Market Value:</b>	2024 - \$1,700 2023 - \$1,600	<b>Deed Page:</b>	12587
<b>Equalization Rate:</b>	----	<b>Grid North:</b>	1451071
<b>Deed Book:</b>	2022		
<b>Grid East:</b>	1004501		

### Area

<b>Living Area:</b>	0 sq. ft.	<b>First Story Area:</b>	0 sq. ft.
<b>Second Story Area:</b>	0 sq. ft.	<b>Half Story Area:</b>	0 sq. ft.
<b>Additional Story Area:</b>	0 sq. ft.	<b>3/4 Story Area:</b>	0 sq. ft.
<b>Finished Basement:</b>	0 sq. ft.	<b>Number of Stories:</b>	0
<b>Finished Rec Room:</b>	0 sq. ft.	<b>Finished Area Over Garage:</b>	0 sq. ft.

### Structure

<b>Building Style:</b>	0	<b>Bathrooms (Full - Half):</b>	0 - 0
<b>Bedrooms:</b>	0	<b>Kitchens:</b>	0
<b>Fireplaces:</b>	0	<b>Basement Type:</b>	0
<b>Porch Type:</b>	0	<b>Porch Area:</b>	0.00
<b>Basement Garage Cap:</b>	0	<b>Attached Garage Cap:</b>	0.00 sq. ft.
<b>Overall Condition:</b>	0	<b>Overall Grade:</b>	
<b>Year Built:</b>		<b>Eff Year Built:</b>	

### Owners

City of Watertown  
245 Washington St Ste 203  
Watertown NY 13601

## Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
7/14/2022	\$13,770	340 - Vacant indus	Land & Building	St Michael Properties	No	No	Yes	2022/12587
6/26/2010	\$82	340 - Vacant indus	Land Only	City of Watertown	No	No	No	2010/13587
4/17/2007	\$41,300	340 - Vacant indus	Land & Building	Price, Hollis	Yes	Yes	Yes	2007/6367
3/29/2007	\$1	340 - Vacant indus	Land & Building	Price, Hollis	No	No	Yes	2007/6366
1/14/2005	\$1	311 - Res vac land	Land & Building	Price, Hollis	No	No	Yes	2005/794

## Utilities

<b>Sewer Type:</b>	None	<b>Water Supply:</b>	None
<b>Utilities:</b>	Electric	<b>Heat Type:</b>	0
<b>Fuel Type:</b>	0	<b>Central Air:</b>	No

## Improvements

Structure	Size	Grade	Condition	Year
-----------	------	-------	-----------	------

## Land Types

Type	Size
Residual	50 × 94

## Taxes

Year	Description	Amount
2023	County	\$10.52
2023	School	\$14.95
2022	City	\$11.86
2022	County	\$10.89
2022	School	\$15.04

**\* Taxes reflect exemptions, but may not include recent changes in assessment.**

July 8, 2024

To: The Honorable Mayor and City Council  
From: James Mills, City Comptroller  
Subject: Sale of Real Property – 214 East Hoard Street

The City was contacted by Jose Pena, 220 East Hoard Street, who expressed his interest in acquiring 214 East Hoard Street. Vincent and Michelle DeGennaro, 208 East Hoard Street have previously stated their interest in the parcel as was read into the July 1<sup>st</sup> City Council minutes. The Planning Department has indicated that Diego Aguilar has also expressed interest in the parcel for the purpose of constructing infill housing.

Staff is looking for guidance from City Council on how to proceed.

