



Watertown City Council
Monday, August 10, 2020
6:00 p.m.

WORK SESSION AGENDA

The City Council meeting is now open to the public. All attendees must enter through the Sterling Street entrance. Each attendee must wear a mask while moving around, but may remove it when seated with 6-foot spacing.

Discussion Items:

1. Energy Performance Audit
 - Adam M. Tabelski, Wendel Companies
2. Sign Ordinance Amendment
 - Lisa Nagle, AICP, RLA, Elan Planning, Design and Landscape Architecture
 - Lawrence Howard, Esq., Shulman, Howard and McPherson, LLP
 - Michael A. Lumbis, Planning and Community Development Director
 - Jennifer Voss, Senior Planner
3. Crow Management Program
 - Cody Baciuska, Loomacres Wildlife Management

Brief Recess to Set up for Virtual Presentation

4. Sewall's Island and Factory Square Redevelopment Plan
(Virtual Presentation)
 - Darren J. Meyer, ASLA, PLA, AICP, Principal, MKSK Landscape Architecture / Urban Design / Planning
 - Sean Hare, AICP, Planner, MKSK Studios Landscape Architecture / Urban Design / Planning
 - Michael A. Lumbis, Planning and Community Development Director
 - Jennifer Voss, Senior Planner
5. Alteri Pool De-commissioning
 - Michael Delaney, City Engineer



Watertown

Energy Savings Opportunities

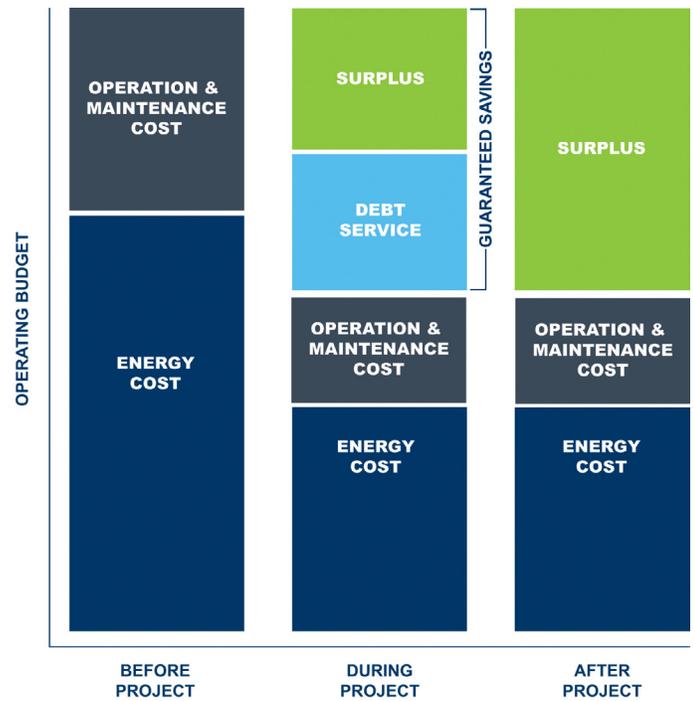
ENERGY CONSERVATION MEASURES



**Energy Conservation Measures/
Buildings**

	CitiBus	Central Garage (New)	Massey St Fire	State St Fire	Mill St Fire (+ Garage)	Ice Rink	Fair Ball Fields	Northside Flynn Pool	Thompson Park	City Hall	Muni Parking Lots
Interior LED Lighting	Y		Y	Y	Y	Y		Y	Y	Y	
Exterior LED Lighting	Y		Y	Y	Y	Y		Y	Y	Y	Y
Field/Court Lighting							Y				
Building Envelope	Y	Y	Y	Y	Y	Y				Y	
Window Replacement										Y	
Low-Emissivity Ceiling						Y					
Multi-Zone to Variable Air Volume										Y	
Perimeter Rad. Replacement										Y	
Building Control System	Y	Y	Y	Y	Y					Y	
Retro-Commissioning						Y					

Use energy savings to pay for your capital needs.



HOW ENERGY PERFORMANCE CONTRACTING CAN RE-PURPOSE FUNDS TO USE TOWARDS CAPITAL IMPROVEMENTS.

Energy Performance Contract (EPC)

EPC's were developed to streamline the process for public entities to improve energy efficiency. The EPC process is structured to simplify the typical multi-step, time-consuming procurement process required for traditional capital projects. It allows a public entity to select an Energy Services Company (ESCO) to act as a general contractor thus eliminating the need to bid each aspect of the project. Hundreds of Towns, Villages, Cities, Universities, School Districts and Counties have implemented energy saving performance contracts following the simple concept that facility improvements are funded by guaranteed energy savings.

How Does it Work?

As part of the EPC process, the ESCO will identify and evaluate facility energy efficiency and operational cost reduction opportunities, and develop a project showing how the energy and operational savings will pay for the cost of the improvements. In other words, current budget funds are "repurposed" into needed capital improvements. EPCs are structured such that the project has no budgetary impact or will actually generate surplus savings. A key element of an EPC is that the savings are guaranteed by the ESCO. Any shortfall in savings is made up by the ESCO.



wendelcompanies.com | 877.293.6335

architecture | engineering | energy efficiency | construction management

The Wendel Advantage



"Open Book" philosophy. Cost & fee transparency throughout the life cycle of a project.



Lower Overhead. Our consulting company structure with lower overheads results in lower costs. **Lower costs = more project.**



Manufacturer Neutrality & No Conflict of Interest. Wendel is not affiliated with a manufacturer and therefore can recommend equipment that best meets client needs.



Professional Led Team. Design professionals lead the project - Certified Energy Managers (CEM) and Professional Engineers (PE). Our ethics have the owner's best interest in mind.



Construction Costs Competitively Obtained. Wendel obtains competitive material & labor pricing from subcontractors. Again, **Lower costs = more project.**



Multiple Financing Options. Wendel explores multiple financing options with fiscal advisors to select the most advantageous financing program.



Owner maintains full control of the project. Our interactive & transparent business philosophy ensures that the owner is directly involved in each phase of the project.



Accountability. Wendel maintains a consistent leadership team throughout the project. This team is responsible for the project's overall success. The expertise for these activities lies within Wendel's own employees.



MEMO

To: City of Watertown, New York
From: Wendel
Date: July 31, 2020
RE: Wendel Coronavirus (Covid-19) Mitigation Plan

The outbreak of Covid-19 is disrupting business-as-usual activity for companies across the U.S. During these uncertain times and to do our part to minimize the spread of COVID-19, Wendel has implemented the following procedures and actions to ensure the safety of our employees, clients and the communities in which we work.

Our Goal

Our goal during this time is to safeguard employees, clients and the communities we serve by following the guidelines outlined by the Centers for Disease Control and Prevention (CDC), as well as Federal, State and Local Governments. We understand that this is a fluid situation and will continue to actively monitor the progression of the Covid-19 outbreak and communicate any changes to our employees as quickly and as often as possible to ensure everyone's well-being.

To mitigate the spread of Covid-19, Wendel has enacted the following policies and procedures:

Virtual Workforce Enabled

Our Virtual Workforce Plan has been enabled since mid-March 2020. Wendel is equipped with a business continuity plan and IT incident response plan. We have the proper technologies in place to support a virtual workforce. All staff working remote has confirmed, secure access to the Wendel network. Zoom Conferencing is being utilized for meetings and conversations.

Covid-19 Response Team

A Wendel Covid-19 Response team is in place and meets daily to assess the changing environment. The team is comprised of corporate representatives from Human Resources, Administration and Management. The team provides ongoing communications to Wendel staff via memos, emails and all-company meetings as updated information becomes available from the CDC, as well as Federal, State and Local governments. We have developed FAQ documents for staff to reference to help make informed decisions. The team is on standby to answer questions and provided additional guidance for staff.

Business Travel

All non-essential business travel is currently suspended. Any essential business travel must be approved by Senior Management (Practice Area Leader). Wendel has been and will continue to follow the guidance from the CDC for Businesses and Employers, as well as Travel.

Ongoing Precautions to Prevent the Spread of Covid-19

The following preventative practices are in place and Wendel staff has been instructed to:

Home/Office/Community

- If feeling ill, stay home and seek medical attention. Notify Wendel Supervisor.
- If the Wendel employee is showing any signs of illness at any point in the day, they are to be sent home. Follow the [CDC guidelines](#) as appropriate.
- Should it be necessary to come to the office, before arriving, do a self-check for symptoms. If any of the following symptoms exist, staff is instructed to stay home.
 - fever higher than 100.4 or chills
 - sore throat, cough, shortness of breath
 - chills, fatigue, muscle or body aches
 - headache, sore throat, diarrhea
 - new loss of taste or smell
 - congestion or runny nose
 - nausea or vomiting
- Notify Wendel Supervisor immediately if someone in the household has become ill or has tested positive for Covid-19. Follow the [CDC guidelines](#) as appropriate.
- Wash hands often with soap and water for at least 20 seconds, especially before eating.
- Use hand sanitizer that contains at least 60% alcohol when soap and water are not available.
- Avoid touching eyes, nose, and mouth with unwashed hands.
- Avoid close contact with people who are sick.
- Keep a 6-foot distance from others (social distancing). If social distancing is difficult to maintain, wear a mask or cloth face covering.
- Cover coughs and sneezes with a tissue and dispose of it in proper garbage receptacle.
- Avoid close contact such as shaking hands or hugging.
- Avoid surfaces that are touched often, such as doorknobs and handrails.

In the Field and with Clients

- Follow all standard, preventative hygiene measures as stated above.
- Complete the Fit for Duty Questionnaire which includes a daily self-check of symptoms as stated above. The questionnaire should be completed once and then sent to HR. This form is to be updated should any circumstances surrounding an employee's health or travel history change.
- In accordance with CDC guidance, wear a mask or cloth face covering in public settings where social distancing measures are difficult to maintain. Wendel staff is advised to have a mask or cloth face covering with them at all times in case it is needed.
- Clean and disinfect frequently touched objects, surfaces and shared tools often, using cleaning supplies recommended by the CDC.
- Don't share equipment, food or beverages.
- Wash work clothes daily.
- Avoid public transportation, if possible.

COMPREHENSIVE ENERGY AUDIT AGREEMENT

The purpose of this Comprehensive Energy Audit Agreement (“Agreement”) is to engage Wendel Energy Services, LLC (“Wendel”), to develop a Comprehensive Energy Audit (“CEA”) in anticipation of implementing an Energy Savings Performance Contract (“ESPC”) pursuant to an RFQ issued by the City of Watertown (“Owner”) and responded to by a proposal from Wendel dated March 17, 2020 (“Proposal”). The effective date of this agreement is August 17, 2020.

The scope of the CEA work is defined below.

Comprehensive Energy Audit

Wendel agrees to undertake a Comprehensive Energy Audit (“CEA”) to determine the baseline consumption and operational characteristics of facilities selected by Owner (“Facilities”) and to identify Energy Conservation Measures (“ECM’s”). To enable the expeditious evaluation of the potential benefits of the envisioned project, a process of data collection and analysis described below will be utilized by Wendel:

- Review any applicable existing master facilities plan and/or other existing strategic planning documents to determine mission and related needs.
- Review current capital projects and asset replacement plans.
- Review any anticipated changes in Facilities structures or their heating, cooling, lighting, process, treatment or other systems, and their respective energy requirements.
- Review energy consumption data for up to three (3) years and other data as may be needed to develop a baseline for future energy use.
- Review relevant agreements with National Grid, including Power Purchase Agreement, Transmission and Distribution Services Agreement, and Agreement of Sale.
- Survey energy-consuming or energy-saving equipment used at the Facilities.
- Survey energy management and other relevant operational or maintenance procedures utilized at the Facilities.
- Install devices (e.g. light and motor loggers) that will measure actual usage hours for specific Facilities subsystems.
- Review previous Facilities assessment studies, occupancy and usage information, square footage by building, etc.

Estimated Schedule

It is the intent and commitment of Wendel and Owner to work diligently, and cause others under their direction to work diligently, toward meeting the following timeline:

<u>Task</u>	<u>Estimated Completion Time</u>
Sign Comprehensive Energy Audit Agreement	2 Weeks
Deliver Comprehensive Energy Audit	6-10 Weeks
Sign Project Development Agreement (Design Scope of Work)	4 weeks*
Deliver Draft Project Contract Documents	TBD
Deliver Final Project Contract Documents	TBD
Execute the Project Build and Assured Performance Contracts	TBD

* For work beyond the CEA, the Owner and Wendel shall execute additional agreements: (i) a Project Development Agreement (“PDA”) to be signed upon Owner’s review of the CEA and selection of ECM’s Owner wishes to pursue, and (ii) Project Build Contract and Assured Performance Contract upon completion of the PDA and Owner’s decision to proceed with implementation.

Comprehensive Energy Audit Fee

Upon receipt of this signed Agreement, it is expected that Wendel will begin work on the CEA. The CEA Fee shall be \$60,800. This fee was calculated based on the anticipated ECM's as presented in Attachment A.

Payments

The City shall have no payment obligations under this agreement, provided that Wendel and the City execute an Energy Savings Performance Contract or Project Development Agreement (PDA), within 120 days of delivery of the Comprehensive Energy Audit (CEA) to the City.

Should the City not execute an Energy Savings Performance Contract or Project Development Agreement (PDA), within 120 days after the City's receipt of CEA, the City shall pay to Wendel the full CEA lump sum fee.

The CEA work shall be considered 100% complete upon delivery of the CEA to the Owner. If the Owner chooses to cancel or reduce the scope of the CEA work for any reason at any time, Owner shall reimburse Wendel for costs incurred through the time of written notice of cancellation or reduction in scope, along with any cancellation or scope reduction related costs that cannot be mitigated.

Management

To facilitate Agreement objectives both parties will appoint a manager whose responsibility shall be to manage the parties' respective contractual responsibilities, monitor schedules and act as liaison with their respective internal personnel and management.

Terms and Conditions

This Agreement shall be subject to the attached terms and conditions.

Wendel

Owner

Signature

Signature

Joseph DeFazio

Printed Name

Printed Name

Vice President Energy Services

Title

Title

Date

Date

Acknowledgement taken in New York State

Acknowledgement taken in New York State

State of New York, County of _____, ss:

State of New York, County of _____, ss:

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Notary Public

TERMS AND CONDITIONS

Obligations of Owner. Owner will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Owner will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address unforeseen circumstances or other conditions that may arise.

Obligations of Wendel. Wendel commits to work in a diligent and timely manner with Owner to deliver the contractual services. Wendel will provide adequate and qualified resources to meet the schedule, and will work with Owner's management in a manner that enables Owner's management to make informed decisions.

Design Services. Architectural and engineering services ("Design Services") shall be procured from independent design professionals licensed to provide Design Services in the geographic location of the Facilities (the "Architect/Engineer"), who shall be retained by Wendel pursuant to a separate agreement between Wendel and the Architect/Engineer. The standard of care for Design Services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time in the geographic location of the Facilities.

Termination. Termination of this Agreement can be effected by written notice by the terminating Party to the other Party.

Indemnity. Each Party agrees to indemnify and hold harmless the other, including their respective officers, agents, directors, and employees, from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct, negligent act and/or omission of their respective officers, agents, directors or employees.

Consequential Damages. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

Non-appropriations Clause. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Agreement, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

Confidentiality. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees and other consultants who need such confidential information in order to properly prepare the Contract Documents. No information relative to the Project shall be released by Wendel for publication, advertising or for any other purpose without prior approval of the Owner.

Ownership of Documents. All documents, drawings, specifications, electronic data and information prepared, provided or procured by Wendel, its Architect/Engineer, subcontractors and consultants, including the Comprehensive Energy Audit (collectively the "Documents") under this Agreement are and remain the property of Wendel as instruments of service. Owner will receive full ownership rights in the CEA upon full payment of the fee therefore. Any use by Owner of the Documents is at Owner's sole risk, and Owner will indemnify and save harmless Wendel for any liability that may arise out of Owner's use thereof.

Force Majeure. Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

Purchase Orders. Owner acknowledges and agrees that any purchase order issued by Owner in accordance with this Agreement is intended only to establish payment authority for Owner's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

Waiver. No waiver by either Party hereto or any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws.

Binding. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Entire Agreement. This Agreement, together with the RFP and Proposal embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby.

Authority. Each Party represents and warrants to the other that it has the requisite authority to execute, deliver and perform this Agreement, and, that upon such execution and delivery, this Agreement shall constitute a valid and binding obligation of such party, enforceable against such party to the fullest extent permitted by law and in accordance with the terms and conditions hereof.

ATTACHMENT A – ENERGY CONSERVATION MEASURES (ECMS)

Energy Conservation Measures/Buildings	CitiBus	Central Garage (New)	Massey St Fire	State St Fire	Mill St Fire (+ Garage)	Ice Rink	Fair Ball Fields	Northside Flynn Pool	Thompson Park	City Hall	Muni Parking Lots
Interior LED Lighting	Y		Y	Y	Y	Y		Y	Y	Y	
Exterior LED Lighting	Y		Y	Y	Y	Y		Y	Y	Y	Y
Field / Court Lighting							Y				
Building Envelope	Y	Y	Y	Y	Y	Y				Y	
Window Replacement										Y	
Low-Emissivity Ceiling						Y					
Multi-Zone to Variable Air Volume										Y	
Perimeter Rad. Replacement										Y	
Building Control System	Y	Y	Y	Y	Y					Y	
Retro-Commissioning						Y					

August 5, 2020

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Sign Ordinance Amendment

Earlier this year, the City Council tasked Staff with developing an amendment to the City's sign ordinance to regulate Electronic Messaging Centers (EMC), also known as Digital or LED Signs. Specifically, Staff was asked to investigate whether or not two existing non-conforming billboards located on the roof top at 104 Court Street could be converted to EMCs.

Staff has completed the draft EMC regulations and attached them for your review. The regulations will cover all proposed EMC signage in the City. The purpose of the new language is to promote and protect public health and safety, ensure traffic safety and to provide standard rules and regulations for these types of signs. The regulations establish EMC standards and regulate things such as the size, the location allowed, message duration time, transition method, dimming, brightness and light trespass.

During our investigation of the billboards in question, we determined that the two at 104 Court Street, as well as the other billboards on Public Square and several more along Arsenal Street and Eastern Boulevard, are on State designated scenic byways and cannot be converted to EMCs per State and Federal regulations. There are other existing billboards along Interstate Route 81 and adjacent to the Court Street Bridge that are not on scenic byways, but are located on other monitored State Routes that may be able to be converted depending on local regulations and approval of a permit from DOT. There are a few others that are located on City streets that could be converted if the City permitted it. The attached map depicts the locations of the billboards in the City, as well as their proximity to the scenic byways and state routes.

While the draft regulations provide basic EMC standards for use across the City, the remaining question is whether or not the City should allow the existing non-conforming (grandfathered) billboards in the City that are not regulated by State or Federal regulations to be converted to EMCs.

Elan Planning assisted City Staff with the research and drafting of the proposed sign ordinance amendment. They will be in attendance to discuss the proposal and answer any questions that the Council may have.

Watertown Zoning Update – Section 310 Signs As it relates to Electronic Messaging Centers (EMCs)

DRAFT

August 10, 2020

§310-52.2.1 Electronic Messaging Centers

A. Purpose of Intent

The purpose of this section is to promote and protect the public health, safety, convenience and general welfare; promote traffic safety; ensure that the First Amendment right to free speech is protected; protect property values; protect and enhance the aesthetic character of the city, through the regulation of Electronic Messaging Centers.

B. Applicability

1. All signs defined as Electronic Message Centers below are subject to both Section § 310-52.2 Sign Regulations and the following provisions, which supplement Sections § 310-52.2 Sign Regulations. If there is a conflict between the two, the following provisions shall prevail.
2. All signs defined as Electronic Message Centers below, may be incorporated into the Copy Area of any authorized Building Sign or Freestanding Sign, subject to the provisions herein.

C. Definitions

1. Display Area: The area that encloses the limits of the message, announcement or decoration on a building or freestanding sign. For EMCs, the display area can equal the total allowed sign surface area as permitted below.
2. Electronic Messaging Center (EMC): Any sign that contains liquid crystal diodes (LCD), light-emitting diodes (LED), plasma, light bulbs, or other digital illuminated displays that allow for fixed or changeable copy, symbols, figures, or images by remote or automatic means.
3. Footcandles (FC): A measurement of the amount of light reaching an object. A foot candle is the measurement of the intensity of one lumen of light falling on one square foot of surface area one foot away from the source.
4. On-Premise Signs: A sign advertising the sale or lease of property upon which it is located or a sign advertising activities conducted on the property on which it is located.
5. School: means any public elementary or secondary school, universal pre-kindergarten program, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district, an approved private school for the education of students with disabilities, a state-supported school, or a state-operated school; as each is defined by New York State Department of Education.

D. EMC Standards

1. Only one EMC is allowed per lot except in the case of a single EMC with two faces that are back to back and not more than 24 inches apart.
2. All EMCs shall be on-premise signs.

3. The Display Area for the EMC shall not exceed the following for the Zoning Districts listed. If the district is not listed, an EMC is not allowed.
 - a. Neighborhood Business Districts: 50 % maximum of the total allowed sign surface area with a maximum of 12 square feet of EMC Display Area.
 - b. Commercial: 50 % maximum of the total allowed sign surface area with a maximum of 18 square feet of EMC Display Area.
 - c. Industrial Districts: 50 % maximum of the total allowed sign surface area with a maximum of 18 square feet of EMC Display Area.
4. In Residence A, B and C Districts, EMCs are limited to Schools with a maximum of 10 square feet of EMC Display Area.
5. Message Duration Time: The message or copy of an EMC cannot move and/or change more frequently than once every 8 seconds.
6. Transition Method: The change of message or copy must be instantaneous without rolling, fading, or otherwise giving the illusion of movement, including flashing or variation in brightness.
7. Dimming: EMCs must include a photo cell to control brightness and automatically dim based on ambient light.
8. Brightness: The maximum allowable brightness for EMCs is no greater than 0.3 Foot candles above ambient light conditions as measured by a footcandle meter, when measured perpendicular to the electronic message center face at a distance determined by the following formula:

Measure distance (ft) = $\sqrt{[\text{area of EMC sign (in sq ft)} \times 100]}$
9. Light Trespass: At property lines, light trespass from the EMC shall be no more than 0.5 foot candles.

Revision:	Description of Revision:	Date:	By:

City of Watertown - Existing Off-Premise Signs

CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Requested By: J.Voss
 Drawn By: V. Robenski
 Date: 7/29/2020
 Scale: 1 inch = 2,217 feet

City of Watertown - Existing Off-Premise Signs

Billboard Locations

- on Scenic Byway (no conversion allowed) (Purple circle)
- on State Route (conversion potentially allowed, DOT permit required) (Orange circle)
- on City Street (conversion status TBD, currently only on premise allowed) (Green circle)

Zoning

- Residence A (Light tan)
- Residence B (Medium tan)
- Residence C (Dark tan)

NYS DOT Regulations

- Olympic Trail (Scenic Byway - no new off-premise signs/no conversion to CEVMS for off-premise advertising) (Red dashed line)
- Black River Trail (Scenic Byway - no new off-premise signs/no conversion to CEVMS for off-premise advertising) (Yellow dashed line)
- Other Monitored State Routes (Requires permit from New York State for new off-premise advertising or conversion to CEVMS, not allowed in residential zones) (Green line)



August 5, 2020

To: The Honorable Mayor and City Council

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

Subject: Crow Management Program Presentation – Loomacres Wildlife Management

The previous crow harassment season was the first in a three-year contract between the City and Loomacres Wildlife Management, which has been the City's chosen crow harassment contractor since 2011. As the Council is aware, the 2019-20 winter season saw increased crow roosting in the City compared to recent years.

To provide background on the program, Loomacres' Vice President, Cody Baciuska, will give a short presentation on the history of Watertown's crow issue and Loomacres' mitigation efforts, as well as a recap of last winter's efforts.

Staff will also be available to discuss changes to the program and what steps the City can take to make the program more effective.

Each year, Loomacres submits a season-ending report, which summarizes the crow hazing activities that Loomacres conducted within the City during that harassment season. Attached for City Council review is the report from the 2019-20 season.



LOOMACRES

Wildlife Management

April 29, 2020

Geoff Urda
245 Washington Street
Watertown, NY 13601

Mr. Urda,

Below you will find a summary of our effort during the 2019-2020 crow management program in Watertown, New York. Report completed by Bradley Lewis, Loomacres Wildlife Biologist.

Loomacres Wildlife Management Inc. conducted crow harassments from November 2019 through March 2020 in the city of Watertown, New York. Harassment was conducted in response to the large flocks of American crows (*Corvus branchyrhynchos*) that would roost throughout the city's residential and commercial areas. These birds have produced undesirable conditions throughout the city including noise disturbances from their loud calls when congregated in large numbers, as well as the fecal matter produced by flocks in roosting locations.

Initial harassment commenced on the 8th of November, 2020. During the beginning of the crow hazing season, crows were observed in small numbers near Mechanic and Polk, and the river near Knowlton Technologies. As the season progressed on larger numbers of crows congregated in the city. Each evening, as sunset progressed, small groupings of crows had moved towards the city and took refuge in trees adjacent to the Black River, between Moulton St. and Factory Street, and Mill Street near NAPA Auto Parts. Initial harassments began with flock sizes estimated around 200-500 birds, and as the season progressed, flock sizes increased to 1,000-4,000. Loomacres staff utilized several harassment techniques and was able to break the flock up into smaller groups ranging in size of 50-200 individuals, dispersed throughout the city. On succeeding visits, initially observed flocks sizes prior to the days harassment, were estimated to range from 1,000-9,000 individuals. On repeat visits, Loomacres staff noticed initial congregations of crows near Keyes Avenue. Locations within the city that had increased crow hazing activity included the edges of Black River off Newell St., Keyes Ave., Lillian Street, Washington Street, East Main Street, Waterman Drive, the church by Parker Street, and the collection of trees near the City Snow Dump site off Mill St.

Loomacres staff continued to be vigilant with hazing flocking of crows, with efforts focused at reducing flock sizes concentrated in one location and directing flocks out of the city. Loomacres personnel used a variety of non-lethal harassment techniques including: pyrotechnics, lasers, spotlights, distress callers, and paintball marker to disperse from city roosting areas. Loomacres did use lethal harassment techniques this year because the flocks were becoming less scared of non-lethal techniques.

" Bringing Wildlife Management To A Higher Level "

Loomacres Wildlife Management • 242 Hallenbeck Road • Cobleskill, NY 12187

Ph: 800-243-1462 • Fax: 518-618-3129 • www.AirportWildlife.com

E-mail: info@loomacres.com

Similar to previous years, staff fielded phone calls and emails from city residents to help locate and confirm crow related problems throughout the city. A total of nineteen (19) sighting reports were filled, an increase from the previous year (12 reports in 2018-2019). First reports were submitted in November. The greatest number of reports from city residents were collected during November, with nine (9) entries. During the subsequent months, entries remained relatively low, with one (1) report in three (3) in December, three (3) in January, three (3) in February, and one (1) in March. Flock size estimates reported by Watertown residents were similar for each month during the hazing season, with estimates between 50-3500 crows reported.

Harassment efforts wrapped up in March 2020 as flock sizes of crows attempting to roost in the city were observed to be less than 1,000 crows and flocks gradually were less persistent to stay within the city. The remaining crows were continually harassed until they were spread out in flocks consisting of a couple hundred individuals, reducing the negative effects they had on residents and their property.

Overall, the crow harassment operations during the Watertown 2019-2020 winter season were viewed as a success. Loomacres personnel conducted harassments on 10 occasions, with a total of 200 harassment instances performed. Overall, total number of crows observed seemed to have increased compared to previous years of hazing efforts (2016-2017, 87,950 crows harassed, 2017-2018, 77,200 crows harassed, 2018-2019, 44,975 crows harassed, 2019-2020, 126,005). During the 2019-2020 hazing season, Loomacres resorted to lethal reinforcement, when flocks became resistant of non-lethal techniques. Continued availability of the reinforcement method will assist with future harassments in the city. The goals of reducing overall flock sizes by means of harassment into small groupings greater dispersed around the city were attained with great success. Public participation in reporting efforts helped to establish an overall positive perception of the effects the harassment has on the city's crows.

Total Number of Crows Harassed: 126,005

Total Number of Harassment Instances: 200

Total Number of Pyrotechnics Used: 52

Total Number of Laser/Distress Deterrents Used: 120

Total Number of Lethal Crow Takes: 69

American crows are likely to be a continued issue for the city of Watertown during the winter months. Loomacres recommends that the city continue to take a proactive approach to manage crow populations. Thank you for the opportunity to work with the City of Watertown. I hope that you will find this information useful. If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,



Cody Bacluska
Loomacres Wildlife Management

"Bringing Wildlife Management To A Higher Level"

Loomacres Wildlife Management • 242 Hallenbeck Road • Cobleskill, NY 12187

Ph: 800-243-1462 • Fax: 518-618-3129 • www.AirportWildlife.com

E-mail: info@loomacres.com

August 5, 2020

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Sewall's Island and Factory Square Redevelopment Plan

As the City Council is aware, the City has been working with MKSK Studios to create a redevelopment plan for the Sewall's Island and Factory Square area of the City. The plan's purpose is to create a vision for the future of the area that will guide redevelopment and attract new investments, businesses and identify transformational projects in this area along the Black River.

MKSK will attend the Council Work Session virtually and will present an overview of the work that has been completed to date. Work on the plan is nearing completion and Staff wanted to provide the Council with a final update and a chance to ask any additional questions and provide comments prior to finalizing the plan.

The attached project summary brief provides additional background information on the work completed to date, as well as the next steps for the project.

PROJECT SUMMARY BRIEF

REDEVELOPMENT PLAN FOR SEWALL'S ISLAND & FACTORY SQUARE

PREPARED BY:

Sean Hare, AICP - MKSK

share@mkskstudios.com

(585) 739-7652

PLAN PURPOSE

The City of Watertown (the City) is working with a consultant team, led by MKSK, to prepare a Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square. The plan will create a vision and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments, businesses, and identify transformational projects in this area of Watertown.

PROJECT TIMELINE

Currently, the project is in the midst of the third and final phase of this plan-making process. Phase 1 focused on developing an understanding of the physical conditions of the study area, the preliminary market analysis and the initial community and stakeholder engagement. Phase 2 centered on developing development concepts and options that were vetted by a further market analysis and presented to the City staff, stakeholders, and the general public. The feedback from phase 2 has informed the refinements and finalization of the plan in Phase 3. In this current phase we will develop an implementation plan, renderings to celebrate the final vision, and prepare the final plan document. We are aiming for completing this plan by the end of August 2020.

MARKET ANALYSIS

Highland Planning (Rochester, NY) provided support to MKSK by conducting a market analysis to better understand the development potential related to Sewall's Island and Factory Square. Keep in mind that their takeaways were largely completed pre-COVID 19 pandemic and the market surely has changed for the current time. However, we anticipate market improvements as things get back to 'normal' in the coming months and years when we feel this plan will take shape. Their key-takeaways were as follows:

- Redevelopment of the site offers opportunities to **enhance access to the River** and outdoor amenities and provide a walkable lifestyle
- Age, location and type of available housing products in the City of Watertown suggest an **opportunity for adaptive reuse that includes market-rate housing at the site.**
- The greater spending potential of seniors, downsizers, and young professionals suggests a **potential market for high-end/luxury residential units** offering innovative amenities.
- **Site control and developer attraction are key** factors in redevelopment.
- The deterioration of historic buildings, level of environmental remediation and unique topography of the site mean that **redevelopment of certain parcels and structures may require public/private partnerships.**

COMMUNITY ENGAGEMENT

The consultant team has conducted multiple rounds of conversations and meetings with the public and stakeholders in this process. Overall, there has been over 300 interactions via the surveys and in-person conversations. In Phase 1, we utilized the engagement opportunities to develop a vision statement and goals for the plan. The overall direction we were given focused on redeveloping this area into a unique destination that celebrates Watertown's (and this specific site's) heritage and attracts new residents and visitors to the community.

At the end of Phase 2, we would normally have come to Watertown for another series of in-person meetings to discuss the development concept plans and furthered market analysis. However, in light of the pandemic we created a second online survey that walked people through the development concepts in phases, explaining what was happening in that phase and providing opportunities for input at each step of the way. Overall some critical takeaways from the second survey that guided the finalization of the plan include:

- 80% of respondents agreed with the vision statement and goals as proper guidance for the plan for this area.
- The percent of respondents who felt "Somewhat Positive" or "Very Positive" about phases of the development plan:
 - Phase 1: 85%; Phase 2: 83%; Phase 3: 72%
- Throughout the process, respondents have been agreeable to the following elements of the redevelopment of this area: historic loft apartments, entertainment uses, food and beverage offerings, more trails and hiking, and developing river overlooks.

DEVELOPMENT PLAN

MKSK utilized the physical site analysis, the market analysis and the results of the engagement to create a redevelopment plan for Sewall's Island and Factory Square. The plan provides a diverse mix of uses that promote economic resiliency and take advantage of the site's unique assets including the Black River to envision a new district that creates activity, vibrancy and an attraction for new residents and investors. We feel strongly that this vision will create something unique to Watertown that will shape life in this city for decades to come. The summary of each phase is described as follows:

- Phase 1 focuses on reusing the existing historic buildings in Factory Square and making improvements to Factory Square Park. Through the adaptive reuse of signature architecture and capturing dramatic views that overlook the river and falls, the first phase of revitalization is geared toward validating the market for urban lifestyle and riverfront redevelopment in Watertown.
- Phase 2 focuses on constructing the parks and public space on Sewall's Island, and the northern shore of the Black River. By developing the public space first, the island can attract investment to the area while supporting active use by the Watertown community.
- Phase 3 will largely be realized by private investment, following the development of public spaces through the project area. This phase has mixed-use development coming to Sewall's Island as well as an alternative for the recycling facility site that provides town-homes and small single family residential development on the Black River's north shore. Factory Square also sees continued investment in the form of new town-homes fronting both Factory Square Park and Factory Street.

The overall vision for this plan provides: 175-plus residential units; 45,000-plus square feet of commercial space; a 35 key hotel; and over 20 acres of new park space.

FULL REDEVELOPMENT PLAN



NEXT STEPS

Currently, the consultant team is in the final phase of this process. The remaining steps in this process include:

- Developing the Implementation Strategy for this plan. (in-progress)
- Procuring renderings of the final vision that will build excitement and be used to recruit developer investment. (in-progress)
- Developing a final plan document to summarize the entire process and final vision. (in-progress)
- Present to and meet with City Council during the August 10th worksession.