CITY OF WATERTOWN, NEW YORK AGENDA Monday, September 19, 2022 7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, September 19, 2022, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

Resolution No. 1 -	Accepting Bid for Thompson Park Pinnacle Masonry Restoration Project Heritage Masonry Restoration, Inc
Resolution No. 2 -	Approving Change Orders 1,2 and 3 - Public Square Traffic Signal Optimization and Coordination Project, (NYSDOT PIN 780720) Power & Construction Group, Inc.
Resolution No. 3 -	Approving the Funding Approval/Agreement for the Program Year 2022 Community Development Block Grant Program
Resolution No. 4 -	Accepting Change Order No.01 for Soda Ash System Rehabilitation Project at WTP, Ontario HVAC
Resolution No. 5-	Accepting Change Order No.02 for Soda Ash System Rehabilitation Project at WTP, Ontario HVAC
Resolution No. 6 -	Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer A Winter Crow Roost Dispersal Program

Resolution No. 7 -	Approving The Professional Service Agreement for Design of Fire Stations #1, #2, and #3 Renovations, C&S Companies
Resolution No. 8 -	Approving Professional Grant Writing Agreement with MSPEN Consulting
Resolution No. 9 -	Approving the Site Plan for the Construction of a Drive- thru Internet Teller Machine, Interior Asphalt loop, and Related Site Improvements at 1851 State Street, Parcel Number 5-21-122.200
Resolution No. 10 -	Authorizing Sale of Real Property, Known as 526 Cooper Street to Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601
Resolution No. 11 -	Authorizing Sale of Real Property, Known as 528 Cooper Street to Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601

ORDINANCES

Ordinance No. 1 -	An Ordinance Amending the Ordinance Dated August 5,
	2019, as Amended January 4, 2021, Authorizing the
	Issuance of \$575,000 Bonds of the City of Watertown,
	Jefferson County, New York, to Pay the Cost of a
	Watertown Treatment Plant Soda Ash Dry Chemical
	System, in and for Said City, To Increase the Maximum
	Cost Thereof and the Amount of the Bonds Authorized to
	\$685,000.

LOCAL LAW

PUBLIC HEARING

7:15 p.m.	Public Hearing for the Community Development Block
	Grant Program Consolidated Annual Performance and
	Evaluation Report

OLD BUSINESS

STAFF REPORTS

1. Restore NY Grant Application Public Hearing – 75-79 Public Square

- 2. Restore NY Grant Application Public Hearing 302 Court Street- Special Project
- 3. Sale of Surplus Hydro-electricity August 2022
- 4. Sales Tax Revenue August 2022

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Tuesday, October 11, 2022, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, OCTOBER 3, 2022

September 12, 2022

TO:	The Honorable Mayor and City Council
FROM:	Tina Bartlett-Bearup, Purchasing Manager
SUBJECT:	Bid #2022-26 Thompson Park Pinnacle Masonry Restoration Project Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Thompson Park Pinnacle Masonry Restoration Project, per City specifications and publicly opened and read the sealed bids on August 4, 2022, at 2:00 p.m. local time.

The Purchasing Department received three (3) sealed bid submittals and the bid tabulations are shown below:

VENDOR	Upstate Restoration	Heritage Masonry Restoration	Powis Contracting
	Pulaski, NY	Syracuse, NY	Copenhagen, NY
TOTAL BASE BID	\$150,000.00	\$191,500.00	\$1,025,000.00

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 Thompson Park Pinnacle Masonry Restoration Project to Heritage Masonry Restoration as the lowest responsive responsible bidder at a total price of **\$191,500.** We are not recommending awarding the contract to the apparent low bidder because of unsatisfactory work on another project.

The Thompson Park Pinnacle Masonry Restoration Project will be funded through a NYS Office of Parks, Recreation, and Historic Preservation Grant and a transfer from the General Fund as approved by the City Council within the fiscal year 2022-23 Capital Budget. The amount over the \$175,000 budgeted for the project will be taken from the ARPA funds allocated to Thompson Park.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Thompson Park Pinnacle Masonry Restoration Project Heritage Masonry Restoration, Inc.

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to rehabilitate the Thompson Park Pinnacle Pavilion Area Stone Wall and Pavilion Roof, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for the Thompson Park Pinnacle Masonry Restoration Project, and

WHEREAS on Thursday, August 4, 2022 at 2:00 p.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 responsible bid submitted by Heritage Masonry Restoration, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Heritage Masonry Restoration, Inc. in the amount of \$191,500.00, 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 _____

	City of Watertown				
ST OF WATE	245 Washington St Suite 302				
			Watertown, NY 13600)1	
1. W XX VORT					
1869		Thompson Park	r Pinnacle Masonry R	estoration Project	
	Bid #2022-26				
Bid Opening Date:		8/4/22 @ 2:00 pm			
	The following results are bids as presented at the bid opening and do not represent an award.				
VENDOR	Upstate Restoration	Heritage Masonry Restoration	Powis Contracting		
	Pulaski, NY	Syracuse, NY	Copenhagen, NY		
TOTAL BASE BID	\$150,000.00	\$191,500.00	\$1,025,000.00		
	<u>-</u>				

FISCAL YEAR 2021-2022 CAPITAL BUDGET FACILITY IMPROVEMENTS THOMPSON PARK

PROJECT DESCRIPTION	COST
Pinnacle Pavilion Area Stone Wall Repair and Pavilion Roof Rehabilitation	\$175,000
This project will involve the repointing and repair of Thompson Park Retaining Walls #3 and #5 as well as the repair to the Pinnacle Pavilion roof.	
Funding to support this project will be through a NYS Office of Parks, Recreation and Historic Preservation grant for 75% (\$131,000) and a transfer from the General Fund (\$44,000) (A,9950,0900)	
TOTAL	\$175,000

Res No. 2

September 14, 2022

To:	The Honorable Mayor and City Council
From:	Kenneth A. Mix, City Manager
Subject:	Approving Change Orders 1, 2 and 3 - Power & Construction Group, Inc. Public Square Traffic Signal Optimization – NYSDOT PIN: 7807.20

The City entered into an Agreement with the NYSDOT for the Public Square Traffic Signal Optimization Project. The project improvements to signal timing and traffic signal coordination will reduce congestion in the area around and through Public Square, improve travel speeds and pedestrian safety and reduce idling and pollutants that are emitted during travel.

The limits of the project include all of Public Square, Arsenal Street from Massey Street to Public Square, Washington Street from Academy Street to Public Square, State Street from High Street to Public Square and Mill Street from Main Street to Public Square.

The City Council accepted the bid of Power & Construction Group, Inc. (P&CGI) in the amount of \$416,287.17 for installation of equipment for the Project. The City has also retained Fisher Associates for the construction inspection and construction management of the project.

P&CGI has submitted the following Change Order requests:

- Change Order #1 is a no cost extension in time due to supply delays.
- Change Order #2 is \$8,114.31 for the rerouting a power supply to meet the current electric code at the intersection of Arsenal and Sherman.
- Change Order #3 is \$2,061.83 for a ground mounted Traffic Signal Cabinet in place of a pole mount at the American Corner.

The total change in price will be \$10,176.14, for a Contract total of \$426,463.31. A 2.44% increase. The additional required money will be taken out of CHIPS funding.

A resolution approving the Change Orders has been prepared for Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Orders 1,2 and 3 Public Square Traffic Signal Optimization and Coordination Project, (NYSDOT PIN 780720) Power & Construction Group, Inc.

Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to reduce traffic congestion through the Public Square corridor. and

WHEREAS on June 21, 2021, the City Council accepted the bid of Power & Construction Group, Inc. in the amount of \$416,287.17 for installation of equipment for the Traffic Signal Optimization and Coordination project, and

WHEREAS the City Council entered into Agreement with Fisher Associates for the construction inspection and management of the Project, and

WHEREAS additional underground utility work is necessary at the intersections of Arsenal St. and Sherman St., and Arsenal and Public Square, and

WHEREAS Fisher Associates along with the City Engineering Department recommends the additional work, and it is their recommendation that the City Council accept the no cost Change Order 1 for an increase in time, Change Order 2 for \$8,114.31 and Change Order 3 in the amount of \$2,061.83, and

WHEREAS the City is financing this project using Federal and State Aid,

NOW THERFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Orders 1, 2 and 3 from Power & Construction Group in the amount of \$10,176.14, for a Contract total of \$426,463.31, and

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

Seconded by _____



Power & Construction Group, 96 River Road, Scottsville, N.Y. 14546

Change Order Details

PIN 7807.20 Watertown Public Square

Description **Prime Contractor** Power & Construction Group 96 River Road Scottville, NY 14546 **Change Order** 1 Pending Status **Date Created** 07/14/2022 **Changed Conditions** Type **Summary** Extension of Work Final Completion Date Extension granted by the City of Watertown. **Change Order Description Awarded Project Amount** \$416,287.17 **Authorized Project Amount** \$416,287.17 **Change Order Amount** \$0.00 **Revised Project Amount** \$416,287.17

Time Limit Changes

Туре	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	07/15/2022	07/15/2022	138.0 Days	11/30/2022

Final Completion

Reason: The traffic signal controller and cabinets for this project, PIN 7807.20, have not been delivered due to supply shortages and supplier inability to provide the same. Emails of 6/1/22 and 6/7/22 sent to the RE explained in more detail. Contractor is pursuing other options to expediate delivery of the controller cabinet possibly from another source.

1 time limit

Attachments

Document	Name	Description	Submission Date
2022_13_July_Extention_Letter.pdf	2022 13 July Extention Letter.pdf		07/14/2022 08:54 AM EDT
Change_Order_Details_PIN_7807.20_Watertown_Public_Square_Ti me_extension_7-14-22.pdf	Change_Order_Details_PIN_7807.20_Watertown_Public_Square Ti me extension 7-14-22.pdf		07/15/2022 08:47 AM EDT
CONR_250_Traffic_Signal_Optimization_and_Cooridination_Watert own.pdf	CONR 250 Traffic Signal Optimization and Cooridination Watertow n.pdf		07/15/2022 08:48 AM EDT
3 attachments			

Program Manager
Contractor
Engineer In Charge
5

Owner _____



Power & Construction Group, 96 River Road, Scottsville, N.Y. 14546

Change Order Details

PIN 7807.20 Watertown Public Square

Description

Prime Contractor	Power & Construction Group 96 River Road Scottville, NY 14546
Change Order	2
Status	Pending
Date Created	08/15/2022
Туре	Changed Conditions
Summary	Correction of National grid power feed to an adjacent traffic signal
Change Order Description	This agreed price workup is for the reconstruction of the electrical service at the intersection of Arsenal and Sherman streets for the traffic signal. This was work is necessary to <u>separate</u> the electrical feed wire from the pedestrian signal conductor being in the same pull box adjacent to the traffic signal pole on the north side of Arsenal Street and to comply with NYSDOT standard sheet 680-05, "underground service".
Awarded Project Amount	\$416,287.17
Authorized Project Amount	\$416,287.17
Change Order Amount	\$8,114.31
Revised Project Amount	\$424,401.48

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0400	950.01	LS	1.000	\$8,114.310	\$8,114.31
Force Account No. 01					

Force Account No. 01

Reason: Separation of electrical service from other signal conductor(s) in the same conduit as per NYSDOT Standard sheet 680-05, "Underground services".

1 item Total: \$8,114.3	31
-------------------------	----

Attachments

Document	Name	Description	Submission Date
RE_Agreed_price_from_Power_construction_Group_PIN_7807.20_A pproved_by_tim_Faulkner.msg	RE Agreed price from Power construction Group PIN 7807.20 Ap proved by tim Faulkner.msg		08/15/2022 09:39 AM EDT
Reconstruct_Electrical_Service_Sherman_and_Arsenal_Street.pdf	Reconstruct Electrical Service Sherman and Arsenal Street.pdf		08/15/2022 09:33 AM EDT
2 attachments			

Program Manager
Contractor
Engineer In Charge
5

Owner _____



Power & Construction Group, 96 River Road, Scottsville, N.Y. 14546

Change Order Details

PIN 7807.20 Watertown Public Square

Description Power & Construction Group **Prime Contractor** 96 River Road Scottville, NY 14546 **Change Order** 3 Pending Status **Date Created** 08/29/2022 Design Error Type Addition of Microcomputer Traffic Signal Cabinet Base **Summary Change Order Description** Addition of Microcomputer Traffic Signal Cabinet Base that inadvertently excluded from the original project design and is necessary for the new microcomputer cabinet to be ground mounted at the intersection of Arsenal Street and Public Square/Washington Street, Site No.4, Sheet TSP-04 of project plans. **Awarded Project Amount** \$416,287.17 **Authorized Project Amount** \$424,401.48 **Change Order Amount** \$2,061.83 **Revised Project Amount** \$426,463.31

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0410	950.02	LS	1.000	\$2,061.830	\$2,061.83
Force Account No. 02					
Reason: Item not included in the or	iginal project design plans				
1 item				Т	'otal: \$2,061.83

Attachments

Document	Name	Description	Submission Date
RE_Item_680.80324603Microcomputer_Traffic_cont rol_Cabinet_base_D036492_P.I.N7807.20.msg	RE Item 680.80324603- Microcomputer Traffic cont rol Cabinet base D036492 P.I.N. 7807.20.msg		08/29/2022 03:21 PM EDT
RFI_1_Signal_Cabinet_at_Arsenal_Washington_Cour t_St003pdf	RFI #1 Signal Cabinet at Arsenal_Washington_Cour t St (003).pdf		08/29/2022 02:58 PM EDT
WTO-002_Microcomputer_Traffic_Signal_Base_R 1004pdf	WTO-002 Microcomputer Traffic Signal Base R1 (0 04).pdf	Attachment includes the backup documentation for the proposed item in this Change Order	08/29/2022 01:54 PM EDT
3 attachments			

Tim Falk

Program Manager_

8/30/2022

Contractor

Engineer In Charge James W. Fraser 08/30/2022

Owner _____

September 9, 2022

То:	The Honorable Mayor and City Council
From:	Michael A. Lumbis, Planning and Community Development Director
Subject:	Approving the Funding Approval/Agreement for the Program Year 2022 Community Development Block Grant Program

The City has been notified by the U.S. Department of Housing and Urban Development (HUD) that the City's Community Development Block Grant Program Annual Action Plan for Program Year 2022 has been approved. This year's funding allocation is \$905,080. HUD has prepared a Funding Approval/Agreement and forwarded it for signature.

The attached resolution has been prepared for City Council consideration that approves the Funding Approval/Agreement and authorizes the Mayor to sign it.

RESOLUTION

Page 1 of 1

Approving the Funding Approval/Agreement for the Program Year 2022 Community Development Block Grant Program Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown has completed its Program Year 2022 Annual Action Plan for the Community Development Block Grant Program and submitted it to the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS HUD has approved the City's Annual Action Plan and has prepared a Funding Approval/Agreement for the grant funding,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Funding Approval/Agreement with the U.S. Department of Housing and Urban Development for the Program Year 2022 Community Development Block Grant Program, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to sign the Agreement on behalf of the City Council.

Seconded by _____

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383) HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development Community Development Block Grant Program

OMB Approval No. 2506-0193 exp 1/31/2025

11 00515K 01 20515K		
1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Watertown City	156000419	RMYJFEWF14Z9 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	4. Date use of funds may begin	
Room 302 245 Washington St	07/01/2022	
Watertown, NY 13601-0000	5a. Project/Grant No. 1	6a. Amount Approved
	B-22-MC-36-0121	\$905,080
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

William T. O'Connell Watertown City (City of Watertown)	
withan 1.0 connen watchown ery (ery of watchown)	
Title Title	
CPD Director Jeffrey M. Smith, Mayor	
Signature Date (mm/dd/yyyy) Signature Date (m	m/dd/yyyy)
09/06/2022	
A/Am T/W/W	
7 Category of Title LAssistance for this Funding Action 8 Special Conditions 9a Date HUD Received Submission 10 check one	
(check one) (mm/dd/yyyy) X a. Orig. Fun/	ling
Entitlement, Sec 106(b) Done 9b. Date Grantee Notified Approval	-
Attached (mm/dd/yyyy) D. Amendme	ent Al Noveland
9c. Date of Start of Program Year	nt Number
7/1/2022	
11. Amount of Community Development	
Block Grant FY 2022	
a. Funds Reserved for this Grantee	
b. Funds now being Approved \$905,080	
c. Reservation to be Cancelled	
12a. Amount of Loan Guarantee Commitment now being Approved 12b. Name and complete Address of Public Agency	
N/A	
Loan Guarantee Acceptance Provisions for Designated Agencies:	
The public agency hereby accepts the Grant Agreement executed by the	
Department of Housing and Urban Development on the above date with	
respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance and agrees to comply with the terms and conditions	
of the Agreement, applicable regulations, and other requirements of HUD	
now or hereafter in effect, pertaining to the assistance provided it.	
Cianatura	
Signature	
HUD Accounting use Only	
Effective I	Date
Batch TAC Program Y A Reg Area Document No. Project Number Category Amount (mm/dd/y	vyy) F
	——————————————————————————————————————
Y Project Number Amount	
Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) Batch Number Transaction Code Entered By Verifie	d By

- 8. Special Conditions.
 - (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
 - (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct <u>Cost Base</u>	
	%		
	%		
	%		
	%		
	%		

<u>Instructions</u>: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communicationrelated, water- related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

SAM,GOV® WATERTOWN, CITY OF

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
RMYJFEWF14Z9	0MJM2	Federal Assistance Awards Only
Registration Status	Expiration Date	
Active Registration	Jan 2, 2023	
Physical Address	Mailing Address	
245 Washington ST STE 203	245 Washington Street Room 203	
United States	United States	
Business Information		
Doing Business as	Division Name	Division Number
(blank)	(blank)	(blank)
Congressional District	State / Country of Incorporation	URL
New York 21	(blank) / (blank)	http://www.watertown-ny.gov
Registration Dates		
Activation Date	Submission Date	Initial Registration Date
Dec 7, 2021	Dec 3, 2021	Jan 7, 2002
Entity Dates		
Entity Start Date	Fiscal Year End Close Date	
May 8, 1869	Jun 30	
Immediate Owner		
CAGE	Legal Business Name	
(blank)	(blank)	
Highest Level Owner		
CAGE	Legal Business Name	
(blank)	(blank)	

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity

ent Entity

Profit Structure (blank)

Entity Type US Local Government Organization Factors (blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types	
U.S. Local Government Municipality City	
Financial Information	
Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0MJM2
Points of Contact	
Electronic Business	
ર James Mills, City Comptroller	245 Washington Street Watertown, New York 13601 United States
Sally Dockstader	245 Washington ST Watertown, New York 13601 United States
Government Business	
୨. James Mills, City Comptroller	245 Washington STREET, Suite 203 Watertown, New York 13601 United States
Service Classifications	
NAICS Codes	
Primary NAICS Codes	NAICS Title
Disaster Response	

This entity does not appear in the disaster response registry.

Res. No. 4 & No. 5

September 13, 2022

To:	The Honorable Mayor and City Council
From:	Vicky L. Murphy, Superintendent of Water
Subject:	Accepting Change Orders No. 01 and No. 02 of Ontario HVAC Contract for Soda Ash System Rehabilitation

On January 7, 2021, the City entered into a contract with Ontario HVAC for the Soda Ash System Rehabilitation Project in the amount of \$142,900.

Ontario HVAC submitted Change Order No. 01 for an increase in the contract amount of \$8,842.42 on August 8, 2022. There was an additional cost of labor and materials to relocate the soda ash injection point as described on the Contractor's Change Order Proposal (attached).

There was also an adjustment to the final contract quantities for Field Allowance (see attached) and Ontario HVAC submitted Change Order No. 02 for a decrease in the contract amount of \$2,478.43.

The two Change Orders brings the total contract amount to \$149,263.99, an increase of \$6,363.99 of the original contract price.

Resolution No. 4

RESOLUTION

Page 1 of 1

Accepting Change Order No.01 for Soda Ash System Rehabilitation Project at WTP, Ontario HVAC

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS, Ontario HVAC and the City of Watertown entered into an Agreement dated January 7, 2021 for the Soda Ash System Rehabilitation Project for the total amount of \$142,900; and

WHEREAS Ontario HVAC submitted Change Order No. 01 to relocate the soda ash injection point, which necessitated additional piping, fittings, and accessories, an increase in the contract price of \$8,842.42; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts Change Order No. 01 in the amount of \$8,842.42 for the Water Filtration Plant Soda Ash System Rehabilitation Project, bringing the total Project amount to \$151,742.42; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 01 on behalf of the City of Watertown.

Seconded by

Change Order

No. <u>1</u>

Date of Issuance: August 23, 2022

Effective Date: August 23, 2022

Project: Soda Ash System Rehabilitation	Owner: City of Watertown	Owner's Contract No.: 3 Plumbing		
Contract: Contract No. 3 - Plu	mbing	Date of Contract: January 7, 2021		
Contractor: Ontario HVAC So	lutions, Inc.	Engineer's Project No.: 2019-047		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Add the cost of labor and materials to relocate the soda ash injection point to before the fluoride Chemical injection point as depicted in JC2.

Attachments (list documents supporting change): See attached extra work order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Working Calendar days Substantial completion (days or date): April 30, 2021
\$_142,900.00	Ready for final payment (days or date): May 28, 2021
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
	Substantial completion (days):N/A
\$0.00	Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: Substantial completion (days or date): <u>April 30, 2021</u>
\$142,900.00	Ready for final payment (days or date): May 28, 2021
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): January 28, 2022
\$ 8,842.42	Ready for final payment (days or date): September 30, 2022
Contract Price incorporating this Change	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>January 28, 2022</u>
\$_151,742.42	Ready for final payment (days or date): <u>September 30, 2022</u>
RECOMMENDED	CCEPTED; ACCEPTED;
By: Step Authorized Signature) By	y: <u>Manual By:</u> Owner (Authorized Signature) Contractor (Authorized Signature)
Date: 9/6/22 D	ate: 9/13/22 Date: 8-23-2022
Approved by Funding Agency (if applicable	e):
	Date:

Page 1 of 1



CONTRACTOR'S CHANGE ORDER PROPOSAL

515 Broadway Albany, NY 12207

Contract No. Project No.

Change Request No.

Contractor Name: Ontario HVAC Solutions, Inc. Date: 08/08/22 Address: 16900 NY RT 12F Dexter, NY 1364 Allowance Telephone No .: Change Order SECTION A: CONTRACTOR WORK DASNY REVISIONS 1. Total Contractor Labor (from Labor Worksheet) \$2,440.44 2. Total Contractor Material (from Material Worksheet) \$5,248.62 3. Total Contractor Equipment (from Equipment Expense Proposal) \$0.00 4. Total Non-Specified Unit Price Costs (from Unit Price Worksheet) \$0.00 5. SUBTOTAL (total lines 1 through 4) \$7,689.06 6. Premium Portion of Overtime (from Labor Worksheet) \$0.00 7. Contractor's Markup Combined Overhead and Profit (20% of line 5) \$1,537.81 1153,36 8. CONTRACTOR TOTAL (Total lines 5, 6 and 7) \$9,226.87 8.842,42 SECTION B: SUBCONTRACTOR WORK (From Subcontractor's Proposal - Use a separate form for each Sub) 9. Names of Subcontractors: Base Cost Only (Line D3) 20% Markup (Line D4) A B D 10. TOTAL SUBCONTRACTORS' PROPOSALS \$0.00 \$0.00 11. Contractor's Markup on Subs' Cost (per DASNY General Conditions): 11a. 10% of first \$10,000 of line 10 (\$1,000 maximum) \$0.00 11b. 5% of next \$90,000 of line 10 (\$4,500 maximum) \$0.00 3% of sum in excess of \$100,000 of line 10 11c \$0.00 12. Subcontractors' Premium Portion of Overtime \$0.00 **13. SUBCONTRACTOR TOTAL** \$0.00 SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS (from Unit Price Worksheet) 14. \$0.00 SECTION D: CONTRACTOR'S REQUESTED TOTAL **Round Totals to Nearest Dollar** 15. AMOUNT REQUESTED 8 842. 42 (Total lines 8, 13, and 14.) \$9,227.00 Signature of Contractor's Authorized Representative Date Print name of Contact Person (if different) Print Name / Title Phone No. (if different from above) hereby certify that the value for the labor, material and equipment that comprise the proposal, represents the value of said work, material and equipment for the work performed or to be performed, pursuant to the Contract between the undersigned and the Dormitory Authority and that no overhead or profit is included in the proposal for a change to the Work performed by any Subcontractor or for any major equipment or material supplier that is a subsidiary or an affiliate of this firm. SECTION E: CONSTRUCTION MANAGER'S REVIEW I have reviewed the labor hours, material quantities and equipment and no exceptions are taken to the Proposal. see comments noted on proposal or below: By Construction Manager Date Phone No. Credit Change Order Payment Lines Affected Line Amount Line Amount Line Amount Contractor Proposal (05/04)



Albany, NY 12207

Contract No.

Project No. Change Request No.

CHANGE ORDER LABOR WORKSHEET

Contractor Name:	Ontario HVAC Solu	itions, Inc.				and the second		Date:	08/08/22	
Address:	16900 NY RT 12F									-
	Dexter, NY 1364		1							
Telephone No.:			Sec. 2							
STRAIGHT TIME LABOR	ND PREMIUM P	ORTION OF	OVERTIME	E (PPO)					DASNY USE	ONLY
Work Descript	ion	Trade	Straight Time Hours	Straight Time Rate	Overtime Hours	Overtime Rate	Straight Time Cost	PPO Cost	DASNY Revisions	
Reroute soda ash lines on wall		PLUM	12.00	\$67.79			\$813.48	\$0.00		
Tie injection line in to water ma	in	PLUM	8.00	\$67.79			\$542.32	\$0.00		
Insulate additional pipe		PLUM	16.00	\$67.79			\$1,084.64	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
							\$0.00	\$0.00		
	SUBTOTALS				\$2,440.44	\$0.00				
	SUBTOTALS (FROM CONTINUATION WORKSHEET)			\$0.00	\$0.00					
							TOTAL LABOR	\$2,440.44		

Labor Worksheet (07/19)



Contract No. Project No. Change Request No.

CHANGE ORDER MATERIAL WORKSHEET

Contractor Name:	Ontario HVAC Solutions, Inc.			Date: 08/08/22				
Address:	16900 NY RT 1	16900 NY RT 12F						
	Dexter, NY 136	64						
Telephone No.:								
						DASNY USE	ONLY	
Material Description	on	Quantity	Unit	Unit Cost	Material Cost	DASNY Revisions		
1-1/2" Watts LF800M4 Vacuur	n Breaker	1	EA	\$379.50	\$379.50		Γ	
CREDIT- 1" Watts LF800M4 V	acuum Breaker	-1	EA	\$221.50	(\$221.50)			
1" Sched 80 PVC Pipe		90	LF	\$1.09	\$98.10			
1" Sched 80 PVC 90		4	EA	\$1.60	\$6.40			
1-1/2" Injection Quill		2	EA	\$1,927.32	\$3,854.64			
1-1/2" x 1" Armaflex		90	LF	\$2.98	\$268.20			
Saddle for Quill Tap		1	EA	\$607.77	\$607.77			
1-1/2" Ball Valve-Injection Quil	1	1	EA	\$184.89	\$184.89			
Unistrut Base Plate		1	EA	\$7.72	\$7.72			
1-5/8" Unistrut		10	LF	\$2.70	\$27.00			
3/8" Concrete Anchors		10	EA	\$1.00	\$10.00			
1-1/2" Galvanized split rings		10	EA	\$2.59	\$25.90	.90		
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
	(Total from Material Continuation W				\$0.00			
TOTAL MATERIAL					\$5,248.62			

Material Worksheet (07/19)

GP JAGER, INC. PO BOX 50 BOONTON, NJ 07005 USA	Jager Inc.	INVO invoice Number: 28543-4 Invoice Date: Jun 16	ICE 061621 5, 2021
Voice: 973-750-1180 Fax: 973-750-1181		Page: 1	
Contact: Rosangela Emmolo Email: remmolo@jagerinc.com		1949 C4 22 21 - 112 210 C10 21 - 12 - 12 - 12 - 12 - 12 - 12 - 12	No. 10 March 100 P. J. of South States
BIIITO ONTARIO HVAC SOLUTIONS, INC. PO BOX 9 16900 NY RT 12F DEXTER, NY 13634	ONTARIO 16900 NY ATTN: KY DEXTER,	HVAC SOLUTIONS, INC. RT 12F LE LAWLER NY 13634	6728724 PAID 28:3508 \$ 3854.64
Customer ID:	Gustomer Po	Payment Jen	ns du Statistica
28543	047-PO-005	Net 30 Days	
Salesperson	UPS Red	6/15/21	7/16/21
MNF CPOD EB-159-B-S-12-B-02 1.00 EXPEDITE FEE CUSTOMER INJECTION (S40 316SS S EPDM, 12" IN EXPEDITE FEE EXPEDITE F	PO# DATE: 06/10/2021 QUILL, RETRACTABLE, 1-1/2"MNPT BRA SOLUTION TUBE, 150 PSI, BEVEL PVC T INSERTION TEE	ASS CS X 1" 1,681.12 FU CKV, 100.00	2 3,362.24
VE ACCEPT ACH PAYMENTS & ALL MAJOR CREDIT CARDS. A 3% CONVENIENCE FEE WILL APPLY FOR CREDIT CARD RANSACTIONS.	Subtotal Sales Tax Freight Total Invoice Amount Payment/Credit Applied TOTAL Check/Credit Memo No:		3,462.24 392.40 3,854.64

1

3247962

PAGE



Water Works A Specialty

785 Beahan Road
Rochester, NY 14624
585 436-9624
Fax: 436-1907

Southern Tier Avoca, NY 14809 607 566-2214 Fax: 566-2441

Eastern NY Sales

800 515-6254

Utica/Albany Region

Northeast Bran
Watertown, NY
315 788-4846
Fax: 782-7314

ъch 13601

Please remit payment to: 785 Beahan Rd, Rochester, NY 14624

INVOICE NO

	28294 www.biairsupply	isa.com
SOLD	ONTARIO HVAC SOL	UTIONS INC
TO	PO BOX 9	A 4 10
	16900 RT 12 F	prince
	DEXTER, NY 13634	041

ONTARIO HVAC SOLUTIONS INC SHIP PO BOX 9 то 16900 RT 12 F **DEXTER, NY 13634**

Ordered By : ORDER DATE SLSMN WRITTEN BY TERRITORY DATE TERMS SHIP **CUSTOMER PURCHASE ORDER** 04/15/21 03/29/21 WAT NET 30 DAYS frst **JEFFERSON** pu QUANTITY **PRODUCT NUMBER** DESCRIPTION UNIT PRICE AMOUNT ORDERED SHIPPED B/0 1 1 tps9009 36"x1.5 T3 WIDE RANGE 607.77 607.77 TAPPING SADDLE #T3SS-10-3620-1511-RL To pay by credit card please complete the bottom portion and Fax: (585) 436-1907 or Email: sales@blairsupplyusa.com 607.77 Subtotal or Mail: 785 Beahan Rd, Rochester, NY 14624 O DISCOVER VISA Tax 48.62 0 Customer Name:

	Payment Amount:	Freight		/0.00
Card Number:	Expiration Date:			
Invoice Number:	Signature:	Iotai	,,	656.39

Past Due accounts are subject to a 1% finance charge; 12% annum

6/18/21 + 06/21/2021 Mor	n 07:56		
	Blair	Supply	Corp

Water Works A Specialty

Sewer & Highway Department Supplies

785 Beahan Road
Flochester, NY 14624
685 436-9624
Fax: 436-1907

Invoice Number: ____

Southern Tier Eastorn NY Sales Avoca, NY 14809 Utica/Albany Region 607 566-2214 800 515-6254 Fax: 566-2441

.

Northeast Br	anch
Watertown, I	NY 1360
315 788-484	8
Fax: 782-73	14

11

INVOICE NO

PAGE 1

3249776

Please remit payment to: 785 Beahan Rd, Rochester, NY 14624

	28294 www.blairsupplyusa.com	
SOLD	ONTARIO HVAC SOLUTIONS INC	
TO	PO BOX 9	
	16900 RT 12 F	

DEXTER, NY 13634

SHIP	ONTARIO HVAC SOLUTIONS INC
то	PO BOX 9
	16900 RT 12 F

DEXTER, NY. 13634

Ordered By :. DATE ORDER DATE SLSMN WRITTEN BY TERMS TERRITORY SHIP CUSTOMER PURCHASE ORDER 06/18/21 06/17/21 WAT NET 30 DAYS fist **JEFFERSON** pu QUANTITY PRODUCT NUMBER DESCRIPTION UNIT PRICE AMOUNT ORDERED SHIPPED B/O FRDFB400-6-NL 1 1 1-1/2 BALL CORP CC X MIP 184.89 184.89 To pay by credit card please complete the bottom portion and Fax: (585) 436-1907 or Email: sales@blairsupplyusa.com 184.89 Subtotal or Mail: 785 Beahan Rd, Rochester, NY 14624 O VISA 0 O DISCOVER Tax 14.79 1 Customer Name: Payment Amount: Freight 0.00 Expiration Date: Card Number:

_____ Signature: ____

Past Due accounts are subject to a 1% finance charge; 12% annum

Total

199.68

888-396-6202

4-4 .e

____ __ __ _

Account Informati	on Order History	Change Password Logout	
Order Deta	ils		
Order #66945 o	n Mar 12, 2021		
BILL TO	SHIP TO	TRACKING	
Kyle Lawler PO Box 9 Dexter, NY 1363 PO: 047-Soda As	Kyle Lawler 16900 NYS Rout 34 Dexter, NY 1363 sh	Fed Ex Tracking # 903515592830 te 12F 94	
LF800M4 - 1	1/2"		
Qty: 1		\$379.50	
Subtotal			\$379.50
Shipping —			\$14.95
lax 			\$0.00
Total			\$394.45

Have any questions? Need to find a part?

888-396-6202

Shop / Backflow Assemblies / Watts / 1"



LF800M4 - 1"




Watts: LF800M4 PVB - 1" *Lead Free* Pressure Vacuum Breaker #0792012 (C)

Description:

Series LF800M4QT Lead Free* Anti-Siphon Pressure Vacuum Breakers prevent the reverse flow of polluted water from entering into the potable water supply due to backsiphonage. It consists of Lead Free* bronze body construction, silicone rubber check valve disc, plastic check valve seat, stainless steel springs, a bonnet with silicone rubber O-ring seal, a lightweight plastic disc float, tee handle or lever handle shutoffs, and test cocks for winterization draining. Series LF800M4QT is ideal in health hazard continuous pressure applications such as irrigation systems and industrial process water systems where the water enters the equipment at or below its flood rim. Maximum Pressure: 150psi (10.3 bar), Minimum Pressure: 15psi (55kPa)

Lownload Spec Sheet (pdf)

📩 Download Parts Break Down (pdf)

Have any questions? Need to find a part?

Our friendly and professional staff can help you.

888-396-6202 Email Us

CUSTOMER SERVICE

Track an Order Store Policies FAQ Resolution No. 5

September 19, 2022

RESOLUTION

Page 1 of 1

Accepting Change Order No.02 for Soda Ash System Rehabilitation Project at WTP, Ontario HVAC

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS, Ontario HVAC and the City of Watertown entered into an Agreement dated January 7, 2021 for the Soda Ash System Rehabilitation Project for the total amount of \$142,900; and

WHEREAS Ontario HVAC submitted Change Order No. 01 on August 8, 2022, to relocate the soda ash injection point, which necessitated additional piping, fittings, and accessories, an increase in the contract price of \$8,842.42; and

WHEREAS Ontario HVAC submitted Change Order No. 02 to adjust the final contract quantities, a decrease in the contract price of \$2,478.43

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts Change Order No. 02 in the amount of -\$2,478.43 for the Water Filtration Plant Soda Ash System Rehabilitation Project, bringing the total Project amount to \$149,263.99; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 02 on behalf of the City of Watertown.

Seconded by

Change Order

No. 2

Date of Issuance: August 23, 2022

64-3

Effective Date: August 23, 2022

Project: Soda Ash System Owner: City of Watertow Rehabilitation		Owner's Contract No.: 3 Plumbing		
Contract: Contract No. 3 - Plus	nbing	Date of Contract: January 7, 2021		
Contractor: Ontario HVAC Sol	utions, Inc.	Engineer's Project No.: 2019-047		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Adjust the final contract quantities to match the final as installed quantities.

Attachments (list documents supporting change): See attached over / under adjustment.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Working Substantial completion (days or date): April 30, 2021
\$ 142,900.00	Ready for final payment (days or date): May 28, 2021
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:	[Increase] [Decrease] from previously approved Change Orders No. $\underline{0}$ to No. 1:
\$8,842.42	Substantial completion (days):January 28, 2022Ready for final payment (days):September 30, 2022
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: Substantial completion (days or date): January 28, 2022
\$	Ready for final payment (days or date): September 30, 2022
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): January 28, 2022
\$2,478.43	Ready for final payment (days or date): September 30, 2022
Contract Price incorporating this Change	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>January 28, 2022</u>
\$_149,263.99	Ready for final payment (days or date): <u>September 30, 2022</u>
RECOMMENDER: ACC By: Decay Enginee (Authorized Signature) By:	EPTED: ACCEPTED: By: Contractor (Authorized Signature)
Date:	M13/2C Date: 8-23-2022
	Date:

EJCDC C-941 Change Order Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute. Page 1 of 1

yê.

ŝ

~

Ontario HVAC Solutions, Inc.

Contract No. 3 - Plumbing

Over / Under Quantity Adjustment

				Bid		Currer	nt Contract	Final	Quantities	
Item	Item Description	Est. Quantity	Unit	Unit Price	Estimated Total	Quantity	Total	Quantity	Total	Difference (Actual-Current Contract)
1	Mobilization	1	LS	\$ 5,100.00	\$ 5,100.00	1	\$5,100	1	\$5,100.00	\$0.00
2	Field Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$10,000	0.752157	\$7,521.57	(\$2,478.43)
3	Soda Ash System Rehabilitation	1	LS	\$ 125,100.00	\$ 125,100.00	1	\$125,100	1	\$125,100.00	\$0.00
4	Site Support	5	DAYS	\$ 540.00	\$ 2,700.00	5	\$2,700	5	\$2,700.00	\$0.00
CO1	Injection Point Change		LS	\$ 8,842.42	\$ -	1	\$8,842	1	\$8,842.42	\$0.00
				\$	142,900.00	1	\$151,742,42		\$149,263,99	(\$2,478.43)

September 13, 2022

То:	The Honorable Mayor and City Council
From:	Michael A. Lumbis, Planning and Community Development Director
Subject:	Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer a Winter Crow Roost Dispersal Program

As the Council is aware, the City's previous Crow Roost Dispersal Contract with Loomacres Wildlife Management (LWM) expired in the spring. The two previous contracts both covered three-year periods and were for ten nights of crow harassment each winter. The most recent contract, at the City Council's request, included an option for additional nights at the City's request.

At Staff's request, Loomacres has drafted the attached contract to conduct ten nights of crow harassment each winter through March 2025 at the following yearly costs, with the rate for additional nights in parentheses:

2022-23:	\$6,003.72	(\$603.72 per additional night)
2023-24 (option):	\$6,243.87	(\$627.86 per additional night)
2024-25 (option):	\$6,493.62	(\$652.97 per additional night)

The total three-year contract value of \$18,741 represents a 15.4 percent increase over the City's previous three-year contract with Loomacres, which had a total value of \$16,238. Loomacres has communicated to Staff that the increase is primarily due to increased vehicle operating costs (current and anticipated).

Loomacres will use crow harassment methods similar to previous years and will include non-lethal techniques, such as the use of spotlights, specialized remote controlled aircraft, playing distress calls, firing pyrotechnics, using handheld lasers and paintball markers. Loomacres may also employ lethal methods on a limited basis to reinforce the non-lethal strategies.

The effectiveness of the program will be evaluated at the end of each winter and the City can decide whether or not it wants to execute its option for the following year.

The attached resolution approves the agreement between the City and Loomacres Wildlife Management for the Winter Crow Roost Dispersal Program and authorizes the City Manager to execute the Agreement on behalf of the City. Resolution No. 6

RESOLUTION

Page 1 of 1

Introduced by

Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer A Winter Crow Roost Dispersal Program September 19, 2022

Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. YEA NAY

Total

WHEREAS the City of Watertown desires to work with Loomacres Wildlife Management regarding professional services to help alleviate the nuisance of crows within the City and to administer a crow roost dispersal program, and

WHEREAS the City of Watertown has an urban crow roost that is a threat to human health and safety, causes damage to buildings and cars, and results in associated clean up costs, and

WHEREAS Loomacres Wildlife Management uses multiple hazing methods including distress calls, pyrotechnics, remote controlled aircraft, and lasers with the objective of reducing winter crow roosts, and

WHEREAS Loomacres may also employ lethal methods on a limited basis to reinforce the non-lethal techniques, and

WHEREAS by using these strategies the crows should relocate to an alternative, more suitable roosting site, reducing local conflicts associated with an urban crow roost.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement prepared by Loomacres Wildlife Management to establish and administer a crow dispersal program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Kenneth A. Mix, to execute the Agreement on behalf of the City of Watertown.

Seconded by



"Bringing wildlife management to a higher level"

Proposal to Provide Wildlife Hazard Management Services for The City of Watertown

• • • • •

- Professional-Reliable-Ethical-Offices Nationwide

Contents	
LOOMACRES EXPERIENCE:	3
WILDLIFE HAZARD ASSESSMENT EXPERIENCE: 4	ŀ
WILDLIFE HAZARD MANAGEMENT PLAN EXPERIENCE:	5
WILDLIFE MITIGATION EXPERIENCE:	5
LOOMACRES STAFF:)
MANAGEMENT STAFF EXPERIENCE, TRAINING, AND QUALIFICATIONS:6	5
PAST PERFORMANCE INFORMATION:	7
PROJECT APPROACH:)
PERMITS:10)
PRICING INFORMATION:)
APPENDIX I: FAA QUALIFICATION LETTER 11	Į
APPENDIX II: LETTERS FROM THE FAA CONFIRMING LOOMACRES'	
QUALIFICATIONS	5
APPENDIX III: RESUMES/CERTIFICATES	;
Kristin M. Baciuska15	5
Cody Baciuska 17	7
Julia Priolo 19)
APPENDIX IV: INSURANCE CERTS	l
APPENDIX V: FIREARMS AND EXPLOSIVES PERMITS	3

Cantanta

Since 2005 Loomacres Wildlife Management's primary mission has been to provide airports and municipalities with the highest quality of wildlife management consulting available and we appreciate the opportunity to do the same for your City. Loomacres Inc. was created by Wildlife Biologists and thus focuses solely on Wildlife Damage Management. Our team has more FAA Qualified Biologists on staff than any other team in the country thus we are

able to provide all services in house and at a lower cost than that of our competitors. Our biologists are able to immediately react to any unforeseen wildlife hazards with success. We understand the needs of cityt managers to provide a safe environment for residents and businesses as well as understand the requirements that animals need. Often these problems collide creating an unsafe environment for people and wildlife. Our employees utilize their extensive experience and training in order to provide the utmost quality in wildlife management. They use innovative, sound, and ethical practices to help alleviate the risk to human health and safety.

Wildlife species are attracted to an area depending on several circumstances. Some of these include the availability of food, water and cover or more geographically significant features such as large bodies of water, mountain ranges or migratory routes. Each of these factors will have an effect on the type of species, their numbers and the time of year that they occur in your location. Being able to identify these conditions and the species associated with them is just the first step in our multilevel approach to wildlife management. Loomacres takes a multifaceted approach to wildlife management often referred to as Integrated Wildlife Management. Loomacres combines both active and passive management techniques. Through passive and active management, data collection, onsite observations, and other sources of information and with the cooperation of municipal staff; Loomacres will work to mitigate wildlife hazards. Our company has experience conducting Wildlife Hazard Management Services for airfields, parks, landfills and other urban areas both large and small throughout the US and internationally.

Through regular communication, monthly reports and quarterly meetings with management staff, Loomacres will be able to keep all informed of the success of the project and will be able to address any issues, concerns or updates. Further information regarding our company and our qualifications can be found in the following document. We at Loomacres Wildlife Management thank you for the opportunity to submit our qualifications.

Sincerely

Cody(Baciuska Airport Wildlife Biologist Vice-President

LOOMACRES EXPERIENCE:

Loomacres Wildlife Management was the first private company to be approved by the FAA to perform Wildlife Hazard Management services on airports. Since 2005, Loomacres Wildlife Management's primary mission has been to provide airports and municipalities with the highest quality of wildlife management consulting available. Loomacres Inc. was created by Airport Wildlife Biologists and thus focuses solely on Airport Wildlife Hazard Management.

-List of clients that Loomacres Inc. has provided Wildlife Management Services, Consulting and/or Training;

Tulsa International, Bartlesville Municipal, Stillwater Regional, Ponca City Regional, Lawton-Fort Sill Regional Airport, Enid-Woodring Regional Airport, Wiley Post Airport, Fairchild Airforce Base, Cannon Airforce Base, JFK International, Stewart International, LaGuardia International, Charlotte-Douglass International, Buffalo International, Niagara Falls International, Mahlon-Sweet Field Eugene, North Platte Regional Airport-Lee Bird Field, Nashville International, Mcghee Tyson International, Chennault International, Newport Airport, Canvonlands Airport, Joslin Field-Magic Valley Regional, Hagerstown Airport, Trenton Mercer Municipal, Raleigh County Memorial Airport, North Central West Virginia, Mid-Ohio Valley Regional, Salisbury-Ocean City Wicomico Regional, Delaware River and Bay Authority, Shenandoah Valley Regional, Columbia Metropolitan Airport, Anniston Metropolitan, Huntsville International, Little Rock International, Gulfport-Biloxi, Havre Municipal, Riverton Regional, Rogers Municipal, Mena Intermountain, Teterboro International, Middle Georgia Regional, Republic, Saranac Lake Regional, Hancock County Bar Harbor, Sullivan County Municipal, Princess Juliana International Airport-St. Maarten, Jamestown International, Poconos Regional, Plattsburgh International, Massena International, Ogdensburg International, Binghamton Regional, Elmira-Corning Regional, Ithaca-Tompkins Regional, Warren T. Eaton, Palm Beach County, Lantana, Lebanon Regional, Manchester-Boston International, South Lafouche Airport, Houma Terrebone Airport, Hammond Northshore Regional Airport, Searcy Municipal, Stuttgart Municipal, Russellville Municipal, Guntersville Airport, Fort Worth-Meacham, Cleveland Municipal, Temple Airport, Northwest Alabama Airport, Syracuse International, Northwest Arkansas Regional Airport, Greenville-Spartanburg International Airport, Fayetteville-Drake Field Airport, Fort Smith Regional Airport, Owensboro-Daviess County Regional Airport, Fredericksburg Municipal, Bloomsburg Municipal, Montgomery County Airpark, Dallas Love Field, Columbia Regional Airport, East Texas Regional Airport, Johnstown-Cambria County, Altoona Blair County, Erie International, Bradford Regional, and many more.

WILDLIFE HAZARD ASSESSMENT EXPERIENCE:

Loomacres' staff have experience conducting over 75 wildlife hazard assessments thought the US and worldwide. Our projects assess the wildlife threats to people and property. This includes providing airport wildlife mitigation services to private, general aviation, municipal, regional, international airfields and DOD installations, landfills, large corporations and municipalities. In addition to information gathered through onsite visits, surveys, personnel interviews and exiting records, Loomacres reviews all historical operations, data, published research, area breeding bird survey and similar biological survey data, and other relevant documentation. This ensures accurate and site-specific recommendations are included in our hazard assessment reports. We also reach out to all federal, state, tribal, and local agencies that may have a role or effect on the wildlife populations and movement in the vicinity of the site. We ensure that our recommendations are in compliance with federal and state environmental laws including, but not limited; to the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Act, Federal Insecticide Fungicide and Rodenticide Act, National Environmental Policy Act, Clean Water Act, and the SIKES Act.

We often find that our clients are able to implement many of the habitat and procedural changes recommended in our wildlife hazard assessments on their property with ease. However, the hazards that occur offsite are often much more difficult to address. When this happens, we are often relied upon to identify and coordinate with offsite property owners and stake holders to reduce the hazard of a particular location or prevent the introduction of new hazards. We have had success eliminating or reducing the encroachment of hazardous land uses around airfields for both military and civilian clients. We have successfully worked with federal agencies such as the ACE, USDA, and USFWS, State fish and game agencies and local municipalities to implement zoning regulations and policies that restrict hazardous land use policies.

Following the completion of our projects, whether the project is a one-week site assessment or a year-long hazard assessment, we are often required to brief managerial staff or high-ranking military officials. Most often, the focus of

the meetings pertains to the results of our wildlife hazard risk assessment and the recommended strategies to reduce any risks.

The following is a list of just some of the Airfields that we have conducted Wildlife Hazard Assessments projects for during the last 5 years that <u>have been FAA Approved</u>. These include both 139 certificated airports as well as GA airports. Additionally, all these projects included either the development or updating of the airport's Wildlife Hazard Management Plan/BASH Plan.

Charlotte-Douglass International, NC Tulsa International Airport, OK Buffalo International Airport, NY Nashville International Airport, TN Little Rock National, AR Owensboro-Daviess County, KY Chennault International, LA Republic Airport, NY Hancock County Bar Harbor, ME Sullivan County Airport, NY Altoona-Blair County, PA Ithaca-Tompkins Regional, NY Niagara Falls International, NY Lebanon Municipal, NH Syracuse-Hancock, NY Greenville-Spartanburg International, SC Northwest Arkansas Regional, AR Saranac Lake Regional, NY Ogdensburg International, NY Watertown International, NY Fort Smith Regional, AR

North Central West Virginia Regional, WV Mid-Ohio Valley Regional, WV East Texas Regional, TX Plattsburgh International, NY Columbia Regional, MO Houghton County Municipal, MI Mcghee Tyson Knoxville, TN Huntsville International Airport, AL North County Airport (F45), FL Lantana Airport (LNA), FL Fayetteville Executive Airport, AR Enid-Woodring, OK Tunica Municipal, MS Fort Worth Meacham, TX Raleigh County Memorial Airport, WV Trenton Municipal, NJ Mahlon Sweet Field-Eugene, OR Havre Municipal, MT Riverton Regional Airport, WY Rogers Municipal Airport, AR Newport Airport, OR

We are currently completing the following Wildlife Hazard Assessments: Buffalo-Niagara International Airport, Buffalo NY FLP Airport, Flippin AL Phoenix Sky Harbor, Phoenix AZ MHV Airport, Mojave CA

WILDLIFE HAZARD MANAGEMENT PLAN EXPERIENCE:

Nearly all of the airfields for which we conducted Wildlife Hazard Assessments have had Loomacres complete Wildlife Hazard Management Plans. We have created or updated WHMPs for Commercial, General Aviation, and DOD airfields. All of our plans have been developed in accordance with relevant FAA/ICAO/DOD regulations and guidance. It is important to note that all of the plans we have developed have been accepted or approved by both the client and the agency overseeing the plan.

We take pride on our ability to develop a plan that not only meets current regulations but to develop a plan that is unique to the airport's specific conditions and resources. We feel the best plans are ones that our straightforward and will be easy to implement. We work with the airport to ensure that the goals and procedures that are outlined in the plan can be carried out with the resources and personnel that are available.

TRAINING EXPERIENCE:

Loomacres Inc.'s, SOQ to Provide Wildlife Mitigation Services

Loomacres prides itself on its ability to train wildlife management personnel, airport personnel and consultants in the industry. In addition to conducting training for military and civilian personnel, Loomacres is currently the only private company provider of Wildlife Hazard Management Training that is acceptable to the FAA administrator for the training of biologists who wish to conduct Wildlife Hazard Assessments as per AC 150/5200-36A.

Furthermore, Loomacres offers an array of training courses including live fire pyrotechnics training, NRA certified firearms training, and BAM/AHAS training. Loomacres staff trains over 950 aviation professionals on an annual basis. Please see the Appendix I for a letter from the FAA confirming Loomacres' training qualifications.

WILDLIFE MITIGATION EXPERIENCE:

What makes us stand out against our competitors is that, in addition to conducting research, analyzing data and providing guidance, we put our recommendations into action. Loomacres' staff is fully trained and experienced in wildlife mitigation methods. Our staff implements both passive and active methods encompassed in Integrated Wildlife Management. Loomacres' biologists are able to quickly identify and respond to wildlife hazards as they are identified. Loomacres has several on-call and full-time wildlife mitigation service contracts in which we are responsible for coordinating and carrying out all wildlife management activities and act as a liaison between local landowners, government entities and the client to ensure success. Our staff has experience with a vast range of mitigation techniques, including falconry, pyrotechnics, bioacoustics, trapping, firearms, trained dogs, RC boats and aircraft etc. We continually research new tools and techniques to be sure your facility will have access to the best available mitigation practices.

Many of our activities involve public relations and outreach including coordination with offsite property owners and media inquiries/interviews. We have successfully completed many projects that involve complex public relations and outreach programs. These have ranged from obtaining permission to conduct wildlife control to convincing property owners to implement their own wildlife mitigation programs.

LOOMACRES STAFF:

Loomacres puts its reputation in the selection and the performance of our employees. Loomacres Wildlife Management currently utilizes the skills of several FAA/ICAO Qualified Wildlife Biologists. They are supported by a staff of wildlife technicians that have extensive experience working on wildlife mitigation related issues. Our employees work under the direct supervision of the lead Wildlife Biologist and Vise-President of Loomacres Wildlife Management, Mr. Cody Baciuska. Mr. Baciuska has conducted Wildlife Hazard Assessments, developed Wildlife Management Plans, and has conducted numerous wildlife related research studies. Mr. Baciuska has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, and LaGuardia International Airport as well as several USAF and ANG installations.

The staff for this project will be working out of our regional office in Syracuse NY.

Our depth of staff allows for alternative Qualified Wildlife Biologists to assist the Qualified Airport Biologist assigned to this project in the event of illness or another similar situation. This ensures that your project will be given the upmost attention and that all tasks will be completed on time.

Loomacres Inc. conducts standard background checks prior to hiring new employees. Loomacres Inc. also requires all new employees to perform standard drug tests. Drug test are randomly performed on current employees.

All employees of Loomacres Inc., performing under this contract will wear distinctive clothing, and badges bearing Loomacres Inc. name, logo, and the name of the employee. All employees will carry in their possession at all times, positive identification that states their name, the contract number and employer (Loomacres Inc.).

MANAGEMENT STAFF EXPERIENCE, TRAINING, AND QUALIFICATIONS:

Kristin Baciuska, (Co-Founder, President, & Qualified Airport Wildlife Biologist)- Biologist Kristin Baciuska has been with Loomacres since it was established in 2005. Kristin has a diverse background in the biological sciences to include fisheries and wildlife, wetlands and plant science. Kristin has conducted several FAA approved Wildlife Hazard Assessments throughout the US and has conducted numerous airport related research studies. Kristin holds a Master's of Science degree in Biology and has completed a FAA grant funded research project titled "Native and Naturalized Grasses Suitable for use on Airports Managed for Wildlife". Kristin has presented her research and experiences at numerous venues including the USA/Canada Bird Strike Conferences, Wildlife Damage Management Conference, and several AAAE and State Aviation Association Conferences. Kristin's research in the plant sciences has made her a valuable asset to our company in her ability to assess both vegetation and habitat on and around airports. Kristin is confident in her ability to make vegetation management and planting recommendations to airfields across the United States. In addition to her graduate work, Kristin has taken numerous continuing education credits in the wetland sciences at Rutgers University and is a certified wetland delineator as well as a Certified Commercial Pesticide Applicator. Kristin's previous employers include USDA Wildlife Services and several landscape architects. Kristin Baciuska exceeds the requirements outlined in AC No: 150/5200-36A. Please see the Appendix III for further information regarding Mrs. Baciuska's qualifications.

Cody Baciuska, (Co-Founder, Vice President, & Qualified Airport Wildlife Biologist)- Mr. Baciuska has conducted Wildlife Hazard Assessments, developed Wildlife Hazard Management Plans, and has conducted numerous airport related research studies. Mr. Baciuska has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, Nashville International Airport and LaGuardia International Airport. In addition to being a FAA qualified Airport Wildlife Biologist; Mr. Baciuska sits on the Birdstrike USA Steering Committee, and is a member of the National Wildlife Control Operators Association, the Wildlife Society and is the current president of the NYS Wildlife Management Association. In addition, Mr. Baciuska is a Certified National Rifle Association firearms instructor. Mr. Baciuska will be the primary Biologist overseeing all services. Mr. Baciuska exceeds the requirements outlined in AC No: 150/5200-36A. Please see the Appendix III for further information regarding Mr. Baciuska's qualifications.

Julia Priolo, (Wildlife Biologist). Originating from Canandaigua in Western NY, Julia started out her college career at Paul Smith's College, pursuing a Bachelor of Technology degree in Wildlife Management in the Adirondacks. After completing 2 years there, she transferred to the State University of New York in Cobleskill where she was president of the local Mohawk Valley chapter of Ducks unlimited and a board member of the SUNY Cobleskill chapter as well. She started working for Loomacres Wildlife Management as a wildlife technician in December of 2017. Julia has experience in GIS, performing bird surveys (identification by sight and/or sound), herpetology surveys, and small mammal trapping and surveying, owl surveys, insect surveys, spotlight surveys, and identifying and resolving wildlife damage problems. She has experience in setting and using baited starling traps and nest box traps, and Sherman box traps for small mammals. Julia had worked for Pinelands Nursery the past couple of years where she dealt with a lot of wetlands plant ID, care, and management. Prior to working for Loomacres, she has also done work involving apple tree pruning, stream bank stabilization and restoration, duck banding, and is a volunteer for the Golden eagle project and Catskill Forest Association on occasion. Her hobbies include gardening, hunting, fishing and ice hockey.

PAST PERFORMANCE INFORMATION:

Below is a listing of selected projects. Additional projects and references are available.

Wildlife Hazard Assessment and Management Program, Tulsa International Airport, Tulsa, OK POC Don Watt, Tulsa Airport Authority, 918-706-3028, DonWyatt@tulsaairports.com

Project Description: Loomacres Inc. has completed a Wildlife Hazard Assessment for the Tulsa International Airport. Loomacres also updated the airport's Wildlife Hazard Management Plan annually, and provides the airport's staff with FAA required wildlife hazard management training. Loomacres continues to have an Airport Biologist stationed onsite to provide daily oversight and implementation of the airport's wildlife hazard management plan. The airport has a military tenant (Tulsa Air National Guard) to account for the requirements of military operations Loomacres reviewed the tenant BASH plan to ensure the military BASH standards and procedure were implemented and included as part of the airport's Wildlife Hazard Management Plan. Loomacres participates in the tenant's scheduled BASH meetings.

Wildlife Hazard Management Services, Elmira-Corning Regional Airport, Horseheads, NY

POC Eric Johnson (Currently Director at Topeka Airport Auth) 785-862-2362, ejohnson@mtaa-topeka.org, or Bill Degraw, Director of Operations, Elmira-Corning Regional Airport, 607-426-5622, BDegraw@co.chemung.ny.us,

Project Description: Loomacres has been providing wildlife hazard management services to the airport since 2005. Loomacres provides consulting, control services, goose harassment and control, and implementation of the airport's wildlife hazard management plan. Loomacres also provides FAA wildlife hazard management training and annually updates the airport's wildlife hazard management plan which has been approved by the FAA. Canada geese, white tail deer and ring billed gulls are one of the main hazards that are mitigated as part of this project. Loomacres also coordinated wildlife mitigation efforts with offsite property owners within 5 miles of the airport.

Bird Aircraft Strike Hazard Program, Fairchild Airforce Base, Spokane, WA

POC MSgt Shawn T. Merritt, Flight Safety Superintendent, (719) 482-5665, shawn.merritt@us.af.mil

Project Description: Loomacres is providing a comprehensive Airfield Wildlife Control Program at Fairchild AFB, WA to mitigate the risks associated with aircraft mishaps with a primary focus on bird abatement both on the airfield and the airspace above it. On a daily basis Loomacres staff implements that airfield Wildlife Hazard Management plan. Performance is in accordance with all federal, state, local laws and regulations, commercial standards, IAW – FAA/ICAO standards requirements and AFI 91-202. All performance evaluations have been exceptional and there have no discrepancies or unacceptable performance evaluation in accordance to the terms of the contract.

Wildlife Management/Hazard Services & Program, Buffalo-Niagara International Airport, Buffalo, NY, and Niagara Falls International Airport, Niagara Falls, NY, and Niagara Falls Air Reserve Station POC Dave Macy, Operations Director, 716-863-3586, David_Macy@nfta.com

Project Description: Loomacres has been the prime consultant to the Buffalo-Niagara International Airport since 2006 providing annual FAA required Wildlife Identification and Management Training, consulting services and direct wildlife control work. Loomacres assists the airport with the implementation of their Wildlife Hazard Management Plan and conducts a formal review of their wildlife hazard management plan and wildlife hazard mitigation program on an annual basis. Loomacres has conducted research for the NFTA relating to wildlife hazard mitigation and has conducted a Wildlife Hazard Assessment for the airport and has updated their WHMP accordingly. Loomacres assists the airport with offsite property owner to help monitor and reduce the presence of wildlife hazards within five miles of the airport as part of this Loomacres conducts a Canada goose management program within 5 miles of the airport. Loomacres has conducted numerous research projects in support of the NFTA's Airport Wildlife Hazard Management program.

Providing FAA Approved Airport Wildlife Hazard Management Training, Port Authority of New York and New Jersey, (multiple locations in NY and NJ)

POC Starla Bryant, Vice President of Staff, 703.575.2467, starla.bryant@aaae.org

Project Description: Loomacres is subcontracted by the AAAE to provide all PANYNJ airport staff that are involved in implementing their perspective airport's Wildlife Hazard Management Plan with Annual 8 hour FAA approved Wildlife Hazard Management training. Loomacres annually trains approximately 180 staff members from the following PANYNJ Airports; JFK, LGA, and EWR. In addition to Port Authority staff Loomacres also trains staff from the USDA, APHIS, Wildlife Services (the current provider of Wildlife Hazard Management Services to the PANYNJ) that are assigned to JFK, LGA, or EWR. Topics of the training include; Pyrotechnic Safety, Firearms Safety, Gull Management, Regional Canada Goose Management, Raptor Management, Wildlife Hazard Management, Strike reporting, Non-Lethal and Lethal Control Techniques, Wildlife Identification, Wildlife Hazard Mitigation Within Five Miles of the airports, The use of Pesticides on airports for wildlife mitigation, Migratory Bird Depredation Permits, Coordination with Federal State and Local Agencies.

Bird Aircraft Strike Hazard Program, Cannon AFB, NM

POC: Capt. Ryan Taylor, Chief of Flight Safety, 575-784-2812, ryan.taylor.3@us.af.mil

Project Description: Loomacres is providing a comprehensive Airfield Wildlife Control

Program at Cannon AFB, NM to mitigate the risks associated with aircraft mishaps with a primary focus on bird abatement both on the airfield and the airspace above it. On a daily basis Loomacres staff implements that airfield Wildlife Hazard Management plan. Performance is in accordance with all federal, state, local laws and regulations, commercial standards, IAW – FAA/ICAO standards requirements and AFI 91-202. All performance evaluations have been exceptional and there have no discrepancies or unacceptable performance evaluation in accordance to the terms of the contract.

Wildlife Hazard Assessment and Relates Services, Charlotte-Douglas International Airport, Charlotte NC POC David Castaneda, Airport Wildlife Coordinator 704-359-4012, djcastaneda@cltairport.com

Project Description: Loomacres, Inc. conducted Wildlife Hazard Assessment for the Charlotte-Douglas International Airport and has updated their Wildlife hazard management Plan. Loomacres has also provided the airport with FAA annual Wildlife Hazard Management Training

Wildlife Hazard Management Services and Geese Control, Trenton-Mercer County Airport, Trenton, NJ POC Kurt Neinstedt, Assistant Airport Manager, 609-882-1601, kneinstedt@mercercounty.org

Project Description: Loomacres has been the prime consultant providing wildlife hazard management services to the airport since 2013. Loomacres provides consulting, Canada goose control services, whitetail deer removal, training and annually updates the airport's Wildlife Hazard Management Plan which has been approved by the FAA. Loomacres also conducted the airports Wildlife Hazard Assessment, and assist with the implementation of the airport's wildlife hazard management plan.

Wildlife Hazard Assessment, and Management Services, Huntsville International Airport, Huntsville, AL POC Ryan Gardner, Operations Manager, 256-258-1201, RGardner@hsvairport.org

Project Description: As part of this project Loomacres had a full time Airport Biologist stationed at Huntsville to assist the airport in carrying out wildlife management activities and implementation of the their wildlife hazard management plan. Loomacres has also completed a Wildlife Hazard Assessment for the Huntsville International Airport. Loomacres also developed the airport's Wildlife Hazard Management Plan. Loomacres has provided the airport's staff with the FAA required Wildlife Hazard Management Training annually and continues to provide wildlife hazard mitigation and consulting.

Wildlife Hazard Assessment, WHMP update and Related Services for Palm Beach Department Of Aviation, West Palm Beach, FL

POC Jeremy Perusse, Operations, jperusse@pbia.org, 561-471-7413

Project Description: Loomacres' conducted wildlife hazard assessments for the Palm Beach County Park Airport (LNA) and North Palm Beach County Airport (F45). Loomacres also provided PBDOA staff with FAA Wildlife Hazard management Training. Loomacres conducted a complete revision of Palm Beach Internarial Airport's wildlife Hazard Management Plan. Following the completion of the WHA projects the PBDOA has continued to utilize Loomacres to provide FAA wildlife hazard management training to the Palm Beach International Airport staff and provide PBI with on-call wildlife hazard consulting services, these services have included wildlife strike reviews, annual review of the PBI's wildlife hazard management plan, and project reviews.

PROJECT APPROACH:

- I. Loomacres will provide Wildlife Biologists to conduct crow population surveys. Crow activity and population numbers will be monitored thought-out the length of the contract. The information gathered will be used by the biologists to develop an integrated wildlife hazard management plan to reduce the number of crows utilizing the city.
- II. Crow roost dispersal will be conducted over a ten-night period (this will vary based on conditions). The exact time frame will be determined by the population surveys and at the request/coordination with the City. In order to conduct the crow dispersal, Loomacres trained personnel will utilize non-lethal harassment methods and techniques including the use of spotlights, forward looking infra-red, and night-vision, to locate the crows. Loomacres will disperse crows from their roosts by using specialized remote-controlled aircraft, playing distress calls, firing pyrotechnics (screamers

Loomacres Inc.'s, SOQ to Provide Wildlife Mitigation Services

& bangers), using handheld lasers, paintball markers, and installing crow effigies. If additional roost dispersals are necessary, they will be conducted based on crow surveys and input from city officials and resident complaints. If needed harassment will be reinforced with depredation.

- III. Loomacres will provide technical assistance to city management. Loomacres will advise city officials and residents on habitat modification/management techniques as well as additional methods the city and its residents can utilize to reduce the presence of crows.
- IV. As necessary, Loomacres can assist the City of Watertown with public relations. This includes public out-reach and media relations. Loomacres will establish a crow sighting and complaint hotline. This service will help Loomacres pinpoint problem areas. It will allow for the distribution of valuable information regarding the project.
- V. Following the completion of the project Loomacres will analyze the data collected during the surveys and roost dispersals. This data will be compiled into a final report that will highlight the of the Watertown crow dispersal, compare the results to previous crow dispersals and make future recommendations.
- VI. Loomacres Inc. will investigate potential options to make the city less attractive to crows. Some potential options may include installing physical barriers on the roof tops and implementing habitat management practices that will make prone areas less suitable for roosting.
- VII. Upon request from the City, Loomacres will conduct a Harassment Training Class on one of its first two visits to the City of Watertown, instructing City employees in the safe and effective use of pyrotechnics and other non-lethal harassment methods. The training will occur during the afternoon hours, prior to Loomacres personnel conducting that evening's harassment. The City shall pay a flat \$500 fee if it chooses to exercise this training option.

PERMITS:

All federal and state permits that will be required to carry out wildlife harassment will be obtained. Loomacres Inc. will work with the facility to review their current permits and will work to obtain, update and reapply as needed. All Loomacres personnel have firearm safety training before using firearms and are permitted to use explosives. Loomacres is licenses by the ATF to sell, transport, and use both firearms and pyrotechnics. Please see Appendix V for a copy of our firearms and explosive licenses.

PRICING INFORMATION:

The pricing is based on a 3-year contract. Harassment season will be defined as October 1 through March 31. The pricing is based on 10 harassment efforts/nights. Each addition night will be charge lump sum per night for up to ten nights.

Total for 10 Nights: Rate for Additional Nights:	<u>\$6,003.72</u> \$603.72
Total not to exceed price:	\$11,657.52
Option Year Two:	<u>\$6,243.87</u>
Rate for Additional Nights:	\$627.86
Total not to exceed price:	\$12,123.82
Option Year Three:	\$6,493.62
Rate for Additional Nights:	\$652.97
Total not to exceed price:	\$12,698.77

Note: The City of Watertown will be billed monthly throughout the contract period. Payments are due thirty days from the date of each invoice.

INSURANCE:

Loomacres Inc.'s, SOQ to Provide Wildlife Mitigation Services

Please see appendix IV for copies of our insurance certificates. **Loomacres Wildlife Management:**

50-8748 6424
6424
er

Additional Information

The information that is contained in this proposal is copyrighted. The information may be confidential or proprietary. This proposal should only be reviewed by the intended recipient or a representative of that person. If the proposal is not accepted the original should be returned to Loomacres and all copies should be destroyed.

APPENDIX I: FAA QUALIFICATION LETTER

Loomacres Wildlife Management:	City of Watertown:
Name: Cody Baciuska Title: President Phone: 607-706-8748 Signature:	Name: Title: Phone: Signature:
Date: September 6, 2022	Date:



This letter was prepared to provide the Certificate Holder with documentation verifying that Loomacres' personnel meet the requirements of \$139.337(c), & (f)(7) outlined in AC No: 150/5200-36a (\$6e).

(1) The Trainer/qualified airport wildlife biologist has the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards.

(2) The Trainer/qualified airport wildlife biologist has taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator.

(3) The Trainer/qualified airport wildlife biologist has while working under the direct supervision of a qualified airport wildlife biologist, has conducted at least one or more Wildlife Hazard Assessments acceptable to the FAA Administrator.

(4) The Trainer/qualified airport wildlife biologist has successfully completed at least one of the following within five years of their initial FAA approved airport wildlife hazard management training course,

(i) An airport wildlife hazard management training course that is acceptable to the EAAA diministration on

FAA Administrator or,

(ii) Attendance, as a registered participant, at a joint Bird Strike Committee-

USA/Bird Strike Committee–Canada annual meeting.

Sincerely,

Cody Baciuska Vice- President

- Professional - Reliable - Ethical -

APPENDIX II: LETTERS FROM THE FAA CONFIRMING LOOMACRES' QUALIFICATIONS

COMPOSITION D Eastern Region, Airports Division 1 Aviation Plaza, Room 518 Jerreice, NY 11434-4800 15 Departs T: (718) 553-3330 (· (/18) 565-5615 of literscontation **Federal Aviation** Administration July 15, 2009 Mr. Anthony J. Mancuso Commissioner of Aviation (SYR) Syracuse Hancock International Airport 1000 Colonel Eileen Collins Boulevard Syracuso, NY 13212 315 454 3263 Re: Wildlife Hazard Site Visit Follow Up Dear Mr. Mancuso: Please disregard our April 22, 2009 letter regarding vcritication of Wildlife Biologist Qualifications. Since that time the FAA Wildlife Biologist in Weshington DC has approved the credentials of your private contractor, Loomacres Wildlife Management Inc. Our office reviewed the findings of your Site Visit, and concurs with Loomacres' recommendation to conduct a Wildlife Hazard Assessment. According to your April 10, 2009 letter Loomacres was scheduled to begin a Wildlife Hazard Assessment later in the month of April. Please continue with this current course of action. In the interest of safety, please provide written confirmation within 30 days of the date of this letter a written plan including a timeline for addressing the findings of the Loomacres Wildlife Hazard Site Visit and update the ACM accordingly to address these items: The perimeter lencing is inadequate and should be replaced with a deen/coyote resistant fence that is at least 10 feet tall and topped by 3 strands of barbed wire. An additional 1-2 feet of fence should be buried to prevent small mammals from digging under the fence. Please reference CertAlert 04-16, Deer Hazard to Aircraft and Deer Fencing. With regards to off-site areas, such as the golf course, Onoida Lake, and Ley Creek, work with your wildlife biologist, and if possible the land owners to mitigate wildlife attractants. Please reference AC 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports.

Cody@loomacres.com

Fro m:	Am yAnderson@ faa.gov
Sent	Friday, July 13, 2012 3:23 PM
To:	Cody Baduska
Cc:	John Weller@faa.gov
Subject:	Airport Biologist Training Course

Cody,

The Airport Biologist Training Course that you submitted meets the criteria in FAA Advisory Circular 150/5200-36A: Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports, Appendix C. The course therefore is considered acceptable to the FAA Administrator as an airport wildlife hazard management training course as described in the aforementioned AC, Section 6(c)(2).

1

Amy

Amy L. Anderson Wildlife Biologist Federal Aviation Administration Airport Safety and Standards 800 Independence Avenue SW Washington DC 20591 Phone: (202) 267-7205

APPENDIX III: RESUMES/CERTIFICATES

Kristin M. Baciuska (518) 542-6305 kristin@loomacres.com

EDUCATION: State University of New York College at Oneonta

Oneonta, NY 13820 MS Graduate Program in Biology State University of New York, College of Agriculture and Technology at Cobleskill, Cobleskill, NY 12043 Bachelor of Technology Degree in Plant Science- Conc. Environmental Studies

PROFESSIONAL WORK EXPERIENCE:

- Loomacres Wildlife Management Inc. July 2005-Current
 Co-owner and FAA Qualified Airport Wildlife Biologist working primarily on Airport Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Training, Data Collection and Vegetation Surveys.
- State University of New York- Oneonta, NY October 2008-August 2010
 Part time Research Assistant. Worked on a FAA funded grant project titled "Native & Naturalized Turf Species Suitable for Use On Airports Managed for Wildlife Hazards"

State University of New York –Oneonta, NY
 September 2007-February 2009
 Part time Research Assistant. Part time Research Assistant. Plant collection for NYS Flora Study for
 underreported counties. Organized collected plant specimens in college herbarium and prepared them for
 mounting and submission to the NYS Museum and other collections. Plant collection, ID and database
 creation and entry.

• USDA Animal Plant Health Inspection Service Wildlife Services- Castleton, NY October 2004 to July 2005

GS-05 Biological Science Technician Wildlife. Used techniques including pyrotechnics to haze avian species on airports, landfills and in urban areas. Avian and Mammalian Surveys, trapping and database entry. Operated West Nile Virus Hotline. Administrative assistance.

PRESENTATIONS:

- Joint Conference Southern Chapter AAAE, Oklahoma Airport Operators Association 2012, 2016 (Speaker)
- USA/Canada Birdstrike Conference 2010 Salt Lake City, Utah (Speaker)
- Wildlife Management Workshop, Saratoga NY (Poster Presentation)
- USA/Canada Birdstrike Conference 2007,2008 & 2009 (Poster Presentation)

PUBLICATIONS:

• Baciuska, K. (2010) Native and Naturalized Turf Species Suitable for Use on Airports Managed for Wildlife in the Northeastern US. *State University of New York College at Oneonta. Master's Thesis*

CERTIFICATES/LICENCES:

- FAA Qualified Airport Wildlife Biologist
- NYS Pistol Permit Holder
- NYSDEC Commercial Pesticide Applicator
- Embry Riddle Wildlife Hazard Management Workshop
- Rutgers Wetland Delineation Certificate Series





Cody Baciuska Loomacres Wildlife Management, Inc. cody@loomacres.com 607-760-8748

EDUCATION:

- State University of New York, College of Agriculture and Technology at Cobleskill Bachelor of Technology Degree in Animal Science- Concentration Wildlife Management Associate of Applied Science Degree- Concentration Fisheries and Wildlife Technology
- State University of New York at Oneonta Graduate Coursework in Biology Bachelors of Science Coursework in Business Finance

WORK EXPERIENCE:

• Loomacres Wildlife Management, Inc.

Co-Owner of Loomacres Wildlife Management. Loomacres provides wildlife and environmental consulting to the aviation industry, government agencies, municipalities, corporations and private individuals. Services range from wildlife and vegetation surveys to development and implementation of wildlife management plans. Loomacres also provides education and training to airport personnel involved in wildlife management.

• United States Department of Agriculture, Wildlife Services

Conducting wildlife surveys, habitat assessments, and wildlife hazard assessments on a number of airports throughout New York. Data collection, entry, analysis, presentation. Assisting in the development of wildlife management plans. Identifying and addressing, damage, disease, and potential human health and safety issues created by wildlife. Use of pyrotechnics, firearms and traps to haze and remove hazardous wildlife. Public relations and outreach and education.

• National Audubon Society

Operated 7 MAPS Bird Banding Stations, responsible for net setup, extracting birds, aging, sexing, banding, data recording and entry, and overall welfare of the birds captured in the nets. Also conducted point counts, breeding bird surveys, nest searching, and vegetation surveys.

• Wetland Studies and Solutions Wetland restoration and mitigation.

LICENCES, TRAINING & CERTIFICATIONS:

- FAA Qualified Airport Wildlife Biologist, NRA Certified Firearms Instructor -Airport Driving Cert., FAA Approved Wildlife Biologist Training, - NYS Pistol Permit, -NYS Wildlife Control Permit, -NYS Hunting and Trapping License, Boater Safety Cert

PROFESSIONAL MEMBERSHIPS:

- 2013-present, Steering Committee Chair, Birdstrike-USA
- 2009-present, President of NYS Wildlife Management Association
- 2007- 2009, Director of NYS Wildlife Management Association
- September 2002- January 2003, Secretary of the SUNY Cobleskill chapter of The Wildlife Society
- January 2003- May 2003, Vice President of the SUNY Cobleskill chapter of The Wildlife Society
- 2005-present, Member of National Wildlife Control Operators Association



Embry-Riddle Aeronautical University



Center for Professional Education Hereby certifies that

Cody Baciuska

Has successfully completed 2.4 Continuing Education Units in Wildlife Hazard Management

In Witness Whereof the signatures are authorized by the Board of Trustees and the Seal of the University are hereinto affixed at Daytona Beach, Florida this 18th day of May 2007 Anno Domini.

A Ma Martin A. Smith, Chuncellor

Giegory A. Popp, J.D., Director



Loomacres Inc.'s, SOQ to Provide Wildlife Mitigation Services

<u>Julia Priolo</u>

Education	
• SUNY Cobleskill (84 Credits earned)	(Graduated
December 2017)	,
Wildlife Management, B.T.	
Current GPA: 3.46	
• Paul Smith's College, Wildlife Management (91 Credits earned)	(Fall 2013 –
Spring 2015)	
GPA: 3.46	
Relevant Courses	
• Herpetology	
• Ornithology	
Wildlife Techniques	
• Wildlife Science	
Wildlife Damage Management	
• Waterfowl Ecology and Management	
• Terrestrial Ecology	
Biology II	
• GIS	
Mammology	
Work Related Experience	
Work Related Experience	
Ornithology surveying	(Spring and
summer 2016-present)	
• Bird identification (sight and sound)	
• Point counts	
Duck Banding, SUNY Cobleskill Student Chapter of Ducks Unlimited	(Fall 2015-
present)	
Captured and banded wood ducks and mallards	
Small mammal surveying/trapping, Fulton county, NY	(Fall 2015,
Fall 2017)	
• Used Sherman box traps and snap traps to capture small mammals	
Herpetology Surveying, Fulton county, NY	(Spring of
2017)	
 Performed multiple Herpetology surveys (ID, counts) 	
Wetland Nursery Technician , Bleecker NY- Pinelands Nursery and 2017)	(Summer 2016
 In charge of Nursery operations and maintenance, ID of wetland plants and seed collection 	
Wildlife Technician, Loomacres Wildlife Management	

Loomacres Inc.'s, SOQ to Provide Wildlife Mitigation Services

- Starling trapping- nest box and baited traps
- Lethal and non-lethal nuisance wildlife mitigation techniques
- FAA 8 hour trainings- education of wildlife hazards on airfields
- Resident goose control- live trapping, nest addling
- Technical report drafting
- Surveys- bird, spotlight, small mammal, owl, insect

Computer Skills

- Able to use GIS program
- Excel spreadsheet and Google sheets experience
- Experience with pivot tables
- Proficient with Microsoft Windows

Volunteer Activities

- Catskill Golden Eagle Project, Field Crew Volunteer
- Officer of SUNY Cobleskill Chapter of Ducks Unlimited
- President of Mohawk Valley Chapter of Ducks Unlimited
- Catskill Forest Association Annual Forest Festival
- Wildlife Festival-Cobleskill NY

Job Related Skills

- Follows directions and manages time well
- Can perform minor vehicle repairs
- ID of mammals (small and large)
- Plant ID
- Experience flying drone (minimal)
- Know how to set traps (footholds, conibears, live)
- Able to back up trailers
- Can operate tractors, ATV's, snowmobiles, etc.
- NRA certified to operate firearms

- (Dec. and Jan. 2015) (Nov. 2015- Present)
- (Dec. 2015- August 2017)
- (Summer 2016 and 2017)
- (Spring 2016 and 2017)

APPENDIX IV: INSURANCE CERTS

STATE OF NEW YORK WORKERS' COMPENSATION BOARD CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Loomacres Inc	1b. Business Telephone Number of Insured (607)760-8748
PO Box 361 Warnerville, NY 12187	1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1d. Federal Employer Identification Number of Insured or Social Security Number 263796424
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Dallas Department of Aviation 8008 Cedar Springs Rd. Dallas, TX 75235	 3a. Name of Insurance Carrier The Hartford Insurance Group 3b. Policy Number of entity listed in box "1a" OfWECGH3833 Se. Policy effective period 9/27/2014 to 9/27/2015 3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers
	all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:

Martha J Murray (Print name of authorized representative or licensed agent of insurance carrier)

name

Approved by:

(Signature) Agent of Record Title:

February 18, 2015 (Date)

Telephone Number of authorized representative or licensed agent of insurance carrier: (315) 598-6000

Planse Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it. C-105.2 (9-07) www.wcb.state.ny.us

ACORD CER	ΓIF	IC	ATE OF LIA	BIL		SURA	NCE	DATE	(MM.00/11/1)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY ON NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
the terms and conditions of the policy certificate holder in lieu of such endor	, cert	tain p int(s)	colicies may require an e	ndorse	ment. A stat	lement on th	is certificate does not c	onfer r	ights to the
PRODUCER				CONTAC NAME:	I Lynn Bu	rns			
Eastern Shore Associates				PHORE (A.C. ho	Drik (315)	598-6000	FAX IA/G. Not:	(315) 5	98-1183
101 Cayuga Street				Attet	s; lburns@	esainsur	ance.com		
P.0, Hox 460	P.O. Box 480 November 10000				NAKL#				
INDURED				145048	A Travel	lers Ind	anty ins co or		25658
Loomacres Inc				INNURS	sc/Travel	lers Gro	up		
Po Box 361				INSURE	R0:				
				INDURD					
Warnerville NY 1:	2187	'		NUR	RF:				l
COVERAGES CENTRY THAT THE POLICIE INDICATED, NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCI	EQUIP PERT	CATI INSU IEME CAIN, CIES,	ENUMBER: 14-15 Mas RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY E BEEN F	VISUED TO CONTRACT THE POLICIE REDUCED BY	OR OTHER INSURE OR OTHER I S DESCRIBER PAID CLAIMS	REVISION NUMBER: D NAMED ABOVE FOR TO DOCUMENT WITH RESPEND D HERRIN IS SUBJECT TO	HE POL CT TO D ALL	CY PERIOD WHICH THIS THE TERMS,
INSR TIPE OF INSURANCE	ADOL INSE	ALEA WVD	POLICY NUMBER		121201417	12223.55%	LINIT	5	
GENERAL LIABILITY							EACH OCCURRINCI	5	2,000,000
X CONNECTONE GENERAL LINBLITY					0.793.7903.4	0/03/3015	PRENICES (En sesenment)	1	300,000
A CLANS-MCE X OCCUR	x	x	680-16479823-14-42		2072372024	20/23/2013	MED D/P (Any one person)	5	5,000
X 0001050494,0092041103							OFFERIL CORPORT		4,000,000
CENT ACCRECATE LINET APPLIES PER							PRODUCTS - COMPLOPING	5	4,000,000
X POUCY PER LOC								4	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (En porident)	5	1,000,000
B X ANY AUTO							DODILY INJURY (Per person)	;	
AUTOS AUTOS	x	×	W-10255232-14-080		1072372014	1072372015	PROPERTY CAMAGE		
HIPED AUTOS AUTOS		1					(Pw. accollect)	3	
X UMERELLA LIAB X OCCUP	-	-		-			EACH OCCURRENCE	5	3,000,000
B EXCESS LIAB CLARG-MAD							AGGREGATE	5	3,000,000
DED X RETENTIONS 10,00	х	х	CUP-1704P176-14-42		10/23/2014	10/23/2015	1	1	
AND EMPLOYERS' LIABILITY Y IN		1	010000000000		0/04/2014	9/24/2015	X TORY LIMITS ER		
ANY PROPRETORPACTNER/EXEGUTIVE	NIA		01980383833		57 247 2014	572472013	EL EACH ACODENT	8	100,000
First, despite unity							EL DISEASE - ROLEY LBAT	1	500,000
Langing (Million and Million)									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Albein ACORD 191, Additional Remarks Schedule, If more space is required)									
CEDTICICATE HOLDED				CANC					
SCATFORTE HOLDER				1	CALCULATION IN CALCULATION OF CALCUL				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXTRATION DATE THEREOF, NOTICE WILL BE DELIVERED City of Dallas Accordance with the Policy Provisions.				LED BEFORE LIVERED IN					
James Archie 8008 Cedar Springs Re	Department of Aviation James Archie 8008 Cedar Springs Rd.								
DELLAS, TA 75235 Martha Murray/GATL Concernment					hts reserved.				
worker to (tenine)				-			and a series are shown		

APPENDIX V: FIREARMS AND EXPLOSIVES PERMITS

		In come	Chapter 40)
In accordance with the provisions of Title XI, Organ the activity specified in this license or permit within expiration date shown. THIS LICENSE IS NOT	nized Crime Control Act of 197 the limitations of Chapter 40, 1 TRANSFERABLE UNDER	0, and the regulation fitle 18, United State 27 CFR 555 53 S	is issued thereunder (27 CFR Part 555), you may engage in is Code and the regulations issued thereunder, until the er "WARNINGS" and "MOTICEs" on ensemble
Direct ATF ATF - Chief, FELC Correspondence To 244 Needy Road Martinsburg, WV 25405	9431	Lacense/Permit Number	6-NY-095-26-7E-00973
Thief, Federal Explosives Licensing Center (FELC) Christopher R. R	eers	Expiration Date	May 1, 2017
LOOMACRES INC	9 Kanad	Pros Ni	115
Premises Address (Changes? Notify the FELC at lat 134 MARKLEY ROAD COBLESKILL, NY 12043-	ust 10 days before the move.)	Real Property in the	
ype of License or Permit		1 1 1 1 1 1 1	
26-DEALER OF EXPLOSIVES			
Purchasing Certification Staties the locaisee or permittee named above shall use a copy of ansferor of apploaves to verify the identity and the liferin emittee as provided by 27 CFR Part 555. The <u>signature</u> <u>ansature</u> A fased, scanned or e-mailed copy of the licens transfer to be an original signature is acceptable. The sig- ploaves Licensee (FEL) or a responsible person of the I pay of a license or permit issued to the licensee or permit users or experimental above under "Type of Lice Licensee Permuttee Responsible Person Signature <u>CODE BACUUSKA</u> Printed Name revisus lidhom is Oppolete	nerti, this license or permit to assist a of status of the licenses or on each core must be an original or or permit with a signifure muture must be that of the Foderal TEL 1 cortry that this is a true ree named above to engage in the muse or Permit " Position, Title <u>Position, Title</u> <u>Position, Title</u> <u>Paste</u> R 0 MR484 - INTRIBUTING INFORMER	Mailing Addre LOOMAC 134 MAR COBLES	ATP Form 5400 14/5400.15 Part Revised October 2011
	Federal Explosives License (FEL) Customer See	nine fotose atos
oderal Explosives Licensing Center (FELC) 44 Needy Road Artinsburg, WV 25405-9431	Toll-free Telephone Number: Fax Number E-mail: FELC22ntf.gov	(877) 283-3352 (304) 616-4401	ATF Homepage: www.atf.gov
hange of Address. (27 CFR 555.54(a)(1)). License ew location at which they intend regularly to carry or usiness or operations not less than 10 days prior to s rmainder of the term of the original license or permit or permit to the Director of Industry Operations for Eight of Succession. (27 CFR 555.59). (a) Certain usiness or operations at the same address shown or r child, or executor, administrator, or other legal re- enefit of creditors. (b) In order to secure the right p ermit for for that business or operations for endorse arry on the business or operations.	es or permittees may during the n such business or operations. T uch removal with the Chief, Fed. (The Chief, FELC, shall, if th or denial in accordance with § persons other than the licensee and for the remainder of the 1 presentative of a deceased licens rowided by this section, the per- ment of such succession to the	term of their current he licensee or permit eral Explosives Licen te licensee or permit 555.54.) e or permittee may se erm of, a current lice see or permittee, and son or persons conto Chief, FELC, within	license or permit remove their business or operations to a tee is required to give notification of the new location of the sing Center. The license or permit will be valid for the tee is not qualified, refer the request for amended license exure the right to carry on the same explosive materials mse or permit. Such persons are: (1) The surviving spous (2) A receiver or truatee in bankruptey, or an assignee for nuing the business or operations shall furnish the license or a 30 days from the date on which the successor begins to
aut Here 🔀			(Continued on reverse side)
Federal Explosives License/Permit (FEL)	Information Card		
Business Name:			
License Permit Number: 6-NY-095-26-7E-00973	1		
License Permit Type 26-DEALER OF EXPLOSIV	es		
Expiration: May 1, 2017			
Please Note: Not Valid for the Sale or Other Disposition	of Explosives.		

osives	(18 U.S.C	Chapter 44)	
Control Act of 1968, and the regulations of Chapter 44, Title 18, Uni RABLE UNDER 27 CFR 478.5	ilations issued then ited States Code, at L. See "WARNIN	cunder (27 CFR Part 478) ad the regulations issued th IGS* and "NOTICES" on	you are licensed to engage in the erounder, until the expiration date reverse.
105.9131	License Number	6-14-095-0	1-8A-01403
in	Expiration Date	Januar	y 1, 2018
		63	
it least 30 days before the move)			
E V C	1	N/ LEIN	
ER THAN DESTRUCTIVE I	DEVICES	NZ ESIN	
Incense to assist a transferor of this of the licensee as provided by as be an original signature. A the asignature methode to be an ast be that of the Federal Firearms I. Leentify that this is a true copy engage in the business specified	LOOMA 134 MA COBLE	CRES INC RKLEY RD SKILL, NY 12043-	Fix, or any changes.)
Position Title			
2/2/15			
' Date			ATF Form 8 (5310-11) Revised Outline 2011
Endered December Linner (FELX Contonion Se	and an Information	
Toll-free Telephone Number: Toll-free Fax Number: E-mail: NLC@atf.gov	(866) 662-2750 (866) 257-2749	ATF Home FFL eZ Ch	page: www.atf.gov sek: www.atfonline.gov.fflezeheek
s may during the term of their curren- filing an Application for an Armende arms Licensing Center. The applica d by the licensee's original license. The licel, refer the application for amer aim persons other than the licensee in (the term of, a current license. Such 2) A receiver or trastee in bankrupte; business shall farmish the license for s to carry on the business.	at license remove th d Federal Firearms tion must be evenue The license will be v nded license to the may secure the right persons are: (1) T y, or an assignee for e that business for o	eir business or activity to a License. ATF Form 5300.3 od under the penalties of ps alid for the remainder of th Director of Industry Ope to carry on the same firear he surviving sponse or chile benefit of creditors. (b) In indorsement of such succes	new location at which they intend 8. in duplicase, not less than 30 days rjury and penalties imposed by 18 e term of the original license. (The rations for denial in accordance us or ammunition basiness at the L or executor, administrator, or othe order to secure the right provided b sion to the Chief, FFLC, within 30
			is ontower on several and
Information Card	FFL Newslet	er - Electropic Version /	yailable
	Sim U. T. J		
	Sign-Op Tod	ŵ.	
	FFLs interest ter, along wit FFL number	ed in receiving the electr h occasional additional in and e-mail address to 15	onic version of the FFL Newslet aformation, should submit name FL Newsletter gotf new
S OTHER THAN	The electronic	FEI Novelatter will an	able ATE to communicate
11	The elecatori	e i i i i revisience will en	able 2411, to communicate
	information to	o licensees on a periodic	basis.
	Control Act of 1968, and the reginations of Chapter 44. Table 18, UN RABLE UNDER 27, CPR 478.5 105-9431	Initial Status Initi	Instrume (18 U.S.C. Chapter 4) Control Act of 1968, and the regulations issued therecurder (27 CFR Part 478); ACTURD R2 C CFR 478 SL See WARNINGS and NOTICES or an analysis of Chapter 4. Tale 18, United States Code, and the regulations issued the ACTURD R2 C CFR 478 SL See WARNINGS and NOTICES or an analysis of Chapter 4. Tale 18, United States Code, and the regulations issued the ACTURD R2 C CFR 478 SL See WARNINGS and NOTICES or an analysis of Chapter 4. Tale 18, United States Code, and the regulations issued the ACTURD R2 C CFR 478 SL See WARNINGS and NOTICES or an analysis of Chapter 4. Tale 18, United States Code, and the regulations issued the analysis of Chapter 4. Tale 18, United States Code, and the regulations issued the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of any analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Agreement for Professional Services for the Design of Fire Stations #1, #2, and #3 Renovations, C&S Companies

The Fiscal Year 2022-23 Capital Budget includes renovations at the three Fire Stations. The renovations include flooring and bathroom work at Fire Station #1, and portico work for Fire Stations #2 and #3.

A proposal was requested and received from C&S Companies regarding the Civil Engineering and Design Services associated with the projects. C&S Companies is proposing to complete the services for \$22,400.00.

A resolution approving this Agreement for Professional Services has been prepared for City Council consideration.

Resolution No. 7

September 19, 2022

RESOLUTION

Page 1 of 1

Approving The Professional Service Agreement for Design of Fire Stations #1, #2, and #3 Renovations, C&S Companies

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.
Total

YEA NAY

Introduced by

WHEREAS the City of Watertown requested and received a proposal from C&S Companies regarding Design Services associated with the renovations to Fire Stations #1, #2, and #3, including the design for the flooring and bathroom work for Fire Station #1, and the portico work for Fire Stations #2 and #3,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Service Agreement from C&S Companies in the amount of \$22,400.00 for professional services, a copy of which is attached and made part of this resolution, and

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

Seconded by

FISCAL YEAR 2022-2023 CAPITAL BUDGET FACILITY IMPROVEMENTS FIRE

PROJECT DESCRIPTION	COST
Fire Station $\#1 - 2^{nd}$ Floor Bathrooms and Floor Rehabilitation	\$70,000
This project will replace the shower facilities at the Massey Street Fire Station. The showers are original to the building redesign as a fire station (1992) and have been in disrepair for many years. Water from the bathrooms occasionally flood into the Chief and Deputy Chief's offices. Recent plumbing issues have caused water damage to the adjacent flooring on the 2^{nd} floor. The Engineering Department recommends replacement of the original floor tile throughout the 2^{nd} floor with a commercial grade ceramic tile.	
Funding to support this project will be from a transfer from the General Fund (A.9950.0900).	
TOTAL	\$70,000

FISCAL YEAR 2022-2023 CAPITAL BUDGET FACILITY IMPROVEMENTS FIRE





September 19, 2022

Michael Delaney, City Engineer 245 Washington Street Watertown, New York, 13601

Re: Fire Department Upgrades Stations #1, #2 & #3

File: MKT.129

Dear Michael,

C&S Engineers, Inc. is pleased to present this cost for the Capital Improvement project at Fire Stations 1, 2 & 3. Our proposal is for architectural services associated with the design and construction administration for the above referenced project.

PROJECT DESCRIPTION

Generally, the project consists of the Scope of Work outlined below:

Massey Street Fire Station (Station #1).

Replace the shower facilities including but not limited to replacing the plumbing chase and associated plumbing. The scope also includes replacing approximately 2,200 s.f. of flooring on the Second Floor.

State and Mill Street (Station #2 and Station #3)

Repair the split face concrete masonry units as well as re-point adjacent masonry as required around the front portico at both stations. Remove and replace caulking at portico flashings. Scope also includes replacement of the existing floor tile in both porticos.

SCOPE OF SERVICES

Considering the above Scope of Work, C&S's Scope of Services are as follows:

Design Phase:

- Building Architecture:
 - Perform a visual inspection of the existing porticos and the building facade.
 - Verify the construction of the wall and portico.
 - Visual inspection (non-destructive) of exist plumbing that we will be connecting to.
 - Provide Final Drawings including information as listed below:
 - 1. Architectural:
 - a. Floor Plans: The plans will delineate the building perimeter and areas of the portico. Indicate areas of proposed flooring and list the basis of design on the floor plan.

Fire Stations #1,#2 & #3 September 19, 2022 Page 2 of 3

- b. Exterior wall elevations for each portico, and provide wall sections where dappropriate. All materials and finishes shall be called out on the drawings.
- c. Coordinate all details and finishes with Owner.
- d. Plumbing Plan and riser diagram.
- e. Plumbing fixture schedule.
- Provide written technical non-proprietary specifications. Front end specifications shall be by the City Engineering Department.
- Three in-person review meetings with Client.
- Deliverables to include:
 - Design Development 60% and 100% Review submissions.
 - Estimate of probable construction cost.
 - Signed and Sealed Contract Documents (Construction Drawings and Project Manual) for public bidding.

Bidding Phase:

- > Assist in solicitation of contractors thru advertised public bid process.
- > Electronic distribution of bid documents to the City Engineering Department.
- Respond to bidder questions with written addenda and any required supplemental drawings. Attend a pre-bid walk thru with the City Project Manager and contractors.
- Review bids received to determine technical responsiveness and bidder experience and qualification to perform the work.
- > Assist the Owner with the selection of the best qualified Bidder.
- > Provide written recommendation to owner for award of contract.

Construction Phase (Construction Administration):

- > Review and certify contractor's schedule of values.
- > Assist the Owner's with administering the project.
- > Attend pre-construction meeting (at site) with Owner and Contractor.
- > One review for each shop drawing submittal
- Periodically observe the contractor's activities with regard to compliance with contract specifications and drawings (assume a maximum of 4 visits).
- > Provide job clarifications and field directives as necessary.
- Assist in developing modifications and change orders to the contract where necessary whether the modifications are developed by the engineer, the owner, or result from claims submitted by the contractor. All change orders shall be approved by owner prior to proceeding with said work.
- > Review certificates for payment and authorize payment for work completed less retainage.
- > Conduct a final walk thru and distribute a punch list to contractor and copy owner.
- > One final inspection of completed punch list items.
- Review close out paperwork including but not limited to Substantial Completion, Release of Liens and Warranty information.
Fire Stations #1,#2 & #3 September 19, 2022 Page 3 of 3

ASSUMPTIONS

Hazardous Material investigation or design is not included.

All approval and permit related fees are by the Owner.

SCHEDULE

The design schedule is anticipated to be as follows:

Contract Execution/Notice to Proceed (NTP)

60% Submission	6 Weeks
100% Review Submission	4 Weeks
Bid Documents Submission	2 Weeks

FEE

The design schedule is anticipated to be as follows:

We propose to provide the services associated with this project for a lump sum fee of \$22,400 which includes direct expenses. We have priced our professional services for this project as competitively as possible. Our goal is to deliver excellent professional services throughout the project while maintaining a reasonable funding stream to achieve a successful project. If the Scope of Service changes, this amount may require revision. However, no additional amount will be expended without your prior authorization.

This proposal, including the attached Terms and Conditions, will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

C&S ENGINEERS, Inc.

tal Comie

Patrick J. Currier, Sr. RA Managing Architect

Accepted this	day of
	, 20

By: _____ Authorized Representative

*C&S Architects, Engineers, & Landscape Architect, PLLC is our primary architectural practice; however, C&S Engineers, Inc. will be the contracting entity

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in Section 2.01.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. Payment upon Termination. In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this

Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review.

D. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Furnish to Engineer, as required for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment;

2. Appropriate professional interpretations of all of the foregoing;

3. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4. Property, boundary, easement, right-of-way, topographic and utility surveys;

5. Property descriptions;

6. Zoning, deed and other land use restrictions; and

7. Other special data or consultations not covered in Section 3.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Arrange for access to and make all provisions for Engineer and any necessary equipment to enter upon public and private property as required for Engineer to objectively and independently perform services under this Agreement.

G. Provide engineering surveys to establish reference points for construction (except to the extent provided in Section 1.01.)

H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Engineer.

I. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

Portions of this document have been taken from EJCDC E-520 Short Form Agreement Between Owner and Engineer for Professional Services Copyright© 2002 National Society for Professional Engineers for EJCDC. All rights reserved.

J. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

K. If Owner designates a person to represent Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer will be set forth in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

L. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

M. Furnish to Engineer data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs I through L inclusive) so that Engineer may make the necessary findings to support opinions of probable Total Project Costs.

N. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings; and substantial completion inspections and final payment inspections.

O. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

P. Require Contractor(s) to name Engineer as an additional insured on all Contractor's Liability Insurance Policies.

Q. Provide services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretations thereof.

R. Place and pay for advertisement for Bids in appropriate publications.

S. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

T. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01.

U. Except as provided in paragraph T, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this c. Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will

Portions of this document have been taken from EJCDC E-520 Short Form Agreement Between Owner and Engineer for Professional Services Copyright© 2002 National Society for Professional Engineers for EJCDC. All rights reserved.

release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

F. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 780-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

11.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 11.01 shall survive any termination or cancellation of this Agreement.

12.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.01 Notice

Any notice required by the terms of this Agreement to be given by one party to another shall be in writing, and shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class certified mail, postage prepaid, return receipt requested, at the addresses and to the persons set forth in the letter part of this Agreement. Either party hereto may change its address for notice purposes by giving notice to the other party as prescribed by this paragraph 13.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

14.01 Insurance

A. The following types and amounts of insurance shall be procured and maintained by the Engineer throughout the duration of the Project:

a. Worker's Compensation Insurance in the amounts required by law to provide protection for employees of the Engineer in the event of job-related injuries.

b. Comprehensive General Liability Insurance, including broad form and contractual liability endorsement, having a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

c. **Automobile Liability Insurance** having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

d. **Professional Liability or Errors and Omissions Insurance** having limits of \$1,000,000 per claim and \$1,000,000 aggregate liability.

Owner shall be named as additional insured with respect to the coverages set forth in (b) and (c) above, on a primary & non-contributory basis.

Portions of this document have been taken from EJCDC E-520 Short Form Agreement Between Owner and Engineer for Professional Services Copyright© 2002 National Society for Professional Engineers for EJCDC. All rights reserved.

Res No. 8

September 13, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreement for Professional Grant Writing Services with MSPEN Consulting

Council Member Olney requested the attached resolution. It approves an agreement with MSPEN Consulting for grant writing services. The term of the agreement is 1 year. MSPEN will be paid \$70 per hour on an as-needed basis.

Resolution No. 8

RESOLUTION

Page 1 of 1

Approving Professional Grant Writing Agreement with MSPEN Consulting

September 19, 2022

Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council desires to hire the services of grant writer, and

WHEREAS MSPEN Consulting has submitted an agreement to provide grant writing services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Grant Writing Services with MSPEN Consulting, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Kenneth A. Mix, to execute the Agreement on behalf of the City Council.

Seconded by

July 26, 2022

City of Watertown 245 Washington Street Watertown, New York 13601

Re: Professional Grant Writing Services

Dear City of Watertown,

I would be happy to assist you with grant writing services in order to efficiently and effectively enhance the quality of life in our area.

The services include the following:

- Conducting research to identify potential grant opportunities on the City's behalf.
- Providing professional opinions.
- Gathering pertinent information for filing applications.
- Crafting text for grant applications and preparing necessary proposals.
- Creating letter of support guides for distribution.
- Meeting with the City of Watertown and funding authorities as needed.
- Attending development meetings as needed.
- Attending funding webinars as needed.
- Communicating with the funding authorities on behalf of the City.of Watertown.
- Tracking the progress of grant applications.
- Performing grant administration as needed.

I will perform these services at the rate of \$70.00 per hour under the general terms and conditions presented. I will obtain permission from the City of Watertown prior to the pursuit of any funds. The City of Watertown will reserve the right to accept or reject any funding sources. I look forward to the opportunity to work with you.

By: Morgan Spencer Signature:

Morgan

Date: July 26, 2022

By: Signature:

Date:

General Terms and Conditions

July 26,2022

Entire Agreement - The Letter of Agreement contains the entire agreement between the City of Watertown and MSPEN Consulting. Modifications and/or assignments to this agreement shall be approved in writing and signed by both the City of Watertown and MSPEN Consulting. If expanded services are required and authorized, that will be either charged at the current hourly rates of MSPEN Consulting or a negotiated as lump sum items corresponding to a specific scope of work. The current hourly rate of MSPEN Consulting workers for this contract is \$70.00 per hour.

Term - The term of this contract shall be effective from the date provided above and shall remain in full force and effect for one year, unless terminated earlier. If the City of Watertown wishes to terminate the contract earlier, the City of Watertown agrees to provide fourteen days advance written notice.

Invoicing - The City of Watertown agrees to compensate MSPEN Consulting at the rate of \$70.00 per hour. MSPEN Consulting will keep careful track of hours spent on City of Watertown business and submit an invoice on a monthly basis. Billable hours will include all activities mentioned in the scope of services along with correspondence. Time will be rounded to the nearest quarter hour. Invoices are submitted on a 30-day billing cycle. However, should the month's billings exceed \$10,000 in any billing period, MSPEN Consulting may, at its discretion, bill the City of Watertown on a fifteen day billing cycle to break up the invoice amounts into two separate billings. The City of Watertown will be notified in advance, whenever possible, prior to this change in billing cycles. Amount shall be paid to MSPEN Consulting within fifteen days of receipt of invoice. A late fee of 1.5% per day will be assessed for any payment not received within fifteen days of the submission of an invoice. MSPEN Consulting reserves the right to cease all work if an invoice is not paid within fifteen days.

Written Reports - The City of Watertown may request that progress reports be provided by MSPEN Consulting on a monthly basis.

Publication Rights - MSPEN Consulting is granted the right under this agreement to publish images and text for professional purposes, except and unless specifically requested otherwise in writing by the City of Watertown. MSPEN Consulting will notify the City of Watertown of the intent prior to publication.

Termination - The City of Watertown and MSPEN Consulting reserve the right to terminate this agreement at any time by fourteen working days written notice.

Client Expectations - It is expected that the City of Watertown will reasonably contribute to providing standard information that aids in the success of a grant application in a timely manner. The City of Watertown will be asked to contribute opinions relative to the budget and the projected timeline of projects, and to review applications before final submission.

Disputes - In the unlikely event that there is a dispute between MSPEN Consulting and the City of Watertown concerning this agreement, or the rights and duties in relation to this agreement, the parties will endeavor to resolve any dispute by mediation using guidelines of the American Arbitration Association. Laws of the State of New York shall control and the parties agree proper venue shall be in the County of Jefferson in any proceedings arising in the transaction described herein.

Limitation of Liability - To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of MSPEN Consulting and its affiliates and subcontractors (collectively referred to in paragraph as MSPEN Consulting) for all claims arising out of this Agreement or services is limited to the compensation received by MSPEN Consulting under this Agreement.

Expenses - During the term of this Agreement, MSPEN Consulting shall bill, and the City of Watertown shall reimburse MSPEN Consulting for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.

Guarantees - MSPEN Consulting shall use all resources at the company's disposal to perform duties as assigned and agreed to by both parties and shall submit work in good faith. However, no guarantee of receipt of funding is implied or promised.

Res No. 9

September 13, 2022

To:	The Honorable Mayor and City Council
From:	Michael A. Lumbis, Planning and Community Development Director
Subject:	Approving the Site Plan for the Construction of a Drive-thru Internet Teller Machine, Interior Asphalt loop, and Related Site Improvements at 1851 State Street, Parcel Number 5-21-122.200

Kurt Hackwelder, RLA, of Otisco Design, on behalf of Northern Credit Union, has submitted a request for the above subject Site Plan Approval.

The City Planning Board reviewed the request at its meeting held on September 6, 2022 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from the Planning Board meeting minutes.

The original Staff Report prepared for the Planning Board, the Site Plan application, original drawings, and other related materials were all previously sent to Council as part of the September Planning Board agenda packages. The complete application package is also available in the online version of the City Council agenda. A full-sized copy of the site plan will be on display in the City Council Chamber.

City Planning Staff referred the application to the Jefferson County Planning Board pursuant to New York State General Municipal Law Section 239-m for consideration at its August 30, 2022, meeting, at which the County Planning Board determined that the project was of local concern only. As a result, the City Council is now free to make a final decision.

The applicant has completed Part 1 of the SEQR Short Environmental Assessment Form (EAF). During the Planning Board's review of the project, the applicant was asked to provide additional information regarding Question #12(b) on the Short EAF which indicated that the project site, or a portion of it is in or adjacent to an area designated as being sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory. The applicant has consulted with the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP) who has reviewed the project and determined that the project, as proposed will have No Adverse Impact on historic or cultural resources. The letter from the NYS OPRHP is attached.

The City Council must complete Part 2, and Part 3, if necessary, of the Short EAF before it may vote on the resolution.

The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Planning and Community Development Department on August 18, 2022, with the conditions listed in the resolution. Resolution No. 9

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a Drive-thru Internet Teller Machine, Interior Asphalt loop, and Related Site Improvements at 1851 State Street, Parcel Number 5-21-122.200 September 19, 2022

Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M.

YEA	NAY

Total

Introduced by

WHEREAS, Kurt Hackwelder, RLA, of Otisco Design, on behalf of Northern Credit Union, has submitted an application for Site Plan Approval to construct a drive-thru Internet Teller Machine, interior asphalt loop, and related site improvements at 1851 State Street, Parcel Number 5-21-122.200, and

WHEREAS the Jefferson County Planning Board reviewed the application at its August 30, 2022, meeting, pursuant to Section 239-m of New York State General Municipal Law, and determined the proposal was of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on August 18, 2022, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

- 1. The applicant must provide additional information regarding question #12(b) on the Short Environmental Assessment Form that indicates that the project site, or a portion of it is in or adjacent to an area designated as being sensitive for archaeological sites on the NY State Historic Preservation Office archaeological site inventory.
- 2. The applicant must obtain, the following permits, at minimum, prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit, Sign Permit, NYSDOT Highway Work Permit and Zoning Compliance Certificate.

And,

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is an Unlisted Action and will not have a significant impact on the environment, and

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a Drive-thru Internet Teller Machine, Interior Asphalt loop, and Related Site Improvements at 1851 State Street, Parcel Number 5-21-122.200 September 19, 2022

Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M.

NAY

Total

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant impact on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is directed to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Kurt Hackwelder, RLA, of Otisco Design, on behalf of Northern Credit Union, for the construction of a drive-thru Internet Teller Machine, interior asphalt loop, and related site improvements at 1851 State Street, Parcel Number 5-21-122.200, as depicted on the site plan submitted to the City Planning and Community Development Department on August 18, 2022, contingent upon the applicant meeting the conditions listed above.

Seconded by:



MEMORANDUM

CITY OF WATERTOWN, NEW YORK PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT 245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601 PHONE: 315-785-7741 – FAX: 315-785-7829

TO:	Planning Board Members
FROM:	Michael A. Lumbis, Planning and Community Development Director
SUBJECT:	Site Plan Approval – 1851 State Street
DATE:	August 31, 2022
Request:	Site Plan Approval for the construction of a drive-thru Internet Teller Machine interior asphalt loop, and related site improvements at 1851 State Street, Parcel Number 5-21-122.200
Applicant:	Kurt Hackwelder, RLA, of Otisco Design on behalf of Northern Credit Union
Proposed Use:	Drive-thru Internet Teller Machine
Property Owners:	Northern Credit Union

Submitted:	
Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: No
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes
SEQRA: Unlisted	Jefferson County 239-m Review: Yes
Zoning Information:	
District: Commercial	Maximum Lot Coverage: None
Setback Requirements: F: 20', S: 5', R: 25'	Buffer Zones Required: No

Project Overview: The applicant proposes to construct one (1) drive-thru Internet Teller Machine (ITM), an interior asphalt loop, and other related site improvements including, site utilities, concrete curbing, site lighting, a monument identification sign and landscape plantings, located at 1851 State Street, Parcel Number 5-21-122.200. The proposed project is expected to disturb 0.73 acres or 31,799 square feet of the referenced parcel.

The applicant proposes a stormwater management approach that utilizes temporary stormwater detention and infiltration to mitigate off-site discharges of stormwater runoff. The project will also consist of a new driveway entrance along State Street and new landscaping.

Existing Conditions: The site is an undeveloped 1.46-acre commercial property consisting of grass lawn, a small concrete pad, and trees that border the south and east property lines. The site drains to the east and northeast corner of the property via sheet drainage and shallow concentrated flow, where it continues as shallow concentrated flow at the back of adjacent properties. There are no existing stormwater management practices.

Vehicular and Pedestrian Circulation: Vehicular access to the site will be through a proposed curb cut on State Street that will be located in the center of the parcel. Traffic will enter the site and flow in a counterclockwise direction to the ITM which will be located on the western portion of the site. An existing sidewalk along the entire parcel frontage will be replaced as part of the project. The proposed driveway apron, curb and sidewalk along State Street will be constructed to New York State Department of Transportation specifications.

Parking: The ITM use described in the proposed site plan does not require parking spaces.

Zoning: The proposed use as a bank or monetary institution is an allowed use in the Commercial District.

Storm Water and Drainage: After reviewing the submission, the City's Engineering Department has determined that the proposed action will not require a SWPPP as the disturbed area does not meet the threshold required by the State of New York. If any future development does occur the Engineering Department will require further review and a SWPPP may be necessary.

It was stated in the Stormwater Report that the detention and infiltration basin is temporary. The applicant should clarify the meaning of "temporary".

The Stormwater Management Report and calculations will need to be signed and stamped by a Professional Engineer licensed in the State of New York.

The proposed erosion and sediment control measures are adequate. Controls must be in place prior to the commencement of construction activities at the site, other than which is required to install such controls.

Lighting: Currently this site does not have any internal lighting but receives minimal light overflow from a streetlight located at the southeast corner of the parcel. The applicant proposes to install eight (8) new light poles and nine (9) LED fixtures, although there is no information provided regarding the style or height of the fixtures. A photometric plan was included with the application which shows that light spillage across the property lines will be minimal.

Landscaping: The proposed site has several trees of various sizes, of which five will be removed as part of the project. The applicant is proposing landscape additions along the east, south, and west sides of the parcel. The planting schedule will consist of both evergreen and deciduous trees, shrubs, perennial flowers, and grasses. The applicant must ensure that the proposed landscaping is maintained for the life of the proposed use.

SEQR: Part 1 of the Short Environmental Assessment Form has been completed by the applicant. The applicant indicates in Question #12(b) that this project site, or a portion of it is in or adjacent to an area designated as being sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO)

archaeological site inventory. The applicant should provide additional information/clarification regarding this question. The applicant indicates in Question #17(a) that the proposed action will create storm water discharge flows to adjacent properties. The Stormwater Report indicates that the site already drains to the east and northeast corner of the property via sheet drainage and shallow concentrated flow, where it continues as shallow concentrated flow at the back of adjacent properties. The applicant proposes to create a shallow lawn detention area at the northeast corner of the proposed project limits. The plan allows for the maintenance of existing drainage patterns and will result in post construction flows that will not exceed existing conditions.

The City Council, as Lead Agency, will complete Parts 2 and 3 of the Short Environmental Assessment Form (EAF) and will make a determination of significance.

Permits: The applicant must obtain the following permits and other documentation, minimally, prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit, Sign Permit, NYSDOT Highway Work Permit and Zoning Compliance Certificate.

Signage: The applicant is proposing a new monument sign near the entrance/exit. The proposed signage will not be approved as part of the site plan approval process. The applicant will need to apply for a separate sign permit prior to the installation of the sign.

It should be noted that the allowed sign surface area for a parcel is based on the linear feet of building frontage. In this case, there is no building frontage except for the ITM. Depending on the proposed size of the sign, the applicant/owner may need to apply for an area variance to exceed the allowed sign surface area. Staff will work with the applicant/owner to make this determination and assist with any other necessary applications.

Other: The general site plan on the cover sheet shows future potential development consisting of a building, parking and other site development. Any future construction at the site will require site plan review and approval.

Summary: The following should be included in the motion to recommend approval:

- 1. The applicant must submit one copy of the Stormwater Report and calculations that is signed and stamped by a Professional Engineer licensed in the State of New York.
- 2. The applicant should provide additional information regarding Question #12(b) on the Short Environmental Assessment Form that indicates that the project site, or a portion of it is in or adjacent to an area designated as being sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.
- 3. The applicant must obtain, minimally, the following permits prior to construction: Building Permit, Sidewalk Permit, Curb Cut Permit, Sign Permit, NYSDOT Highway Work Permit and Zoning Compliance Certificate.
- cc: City Council Members
 Michael Delaney, City Engineer
 Dorothy Wolff, Northern Credit Union, 120 Factory Street, Watertown, NY 13601

August 16, 2022



Mr. Michael A. Lumbis City of Watertown 245 Washington Street, Room 305 Watertown, NY 13601

Re: Site Plan Approval Application – Cover Letter Northern Credit Union Drive-thru Development – 1851 State Street

Dear Michael,

Please find the attached application materials for a new "Northern Credit Union Drive-thru Development" located on the vacant commercial property at 1851 State St., Watertown, NY 13601. The project proposed (1) Northern Credit Union drive-thru ITM (Internet Teller Machine) with associated asphalt loop drive. Other site materials include, concrete curbing, site lighting, a monument identification sign and landscape plantings.

The NYSDOT was contacted during site plan development. The proposed highway entrance location and layout is based on guidance from the local NYSDOT Resident Engineer.

Stormwater management has been reviewed. The limited addition of impervious pavements on the site has led to a negligible increase in stormwater runoff. To mitigate the small increases in calculated runoff, a retention/infiltration basin has been provided. This is calculated to infiltrate 100% of runoff for all design storms and a Stormwater Report has been included with this submission. In the event that the potential future full development of the site is pursued, a full SWPPP and associated testing, maintenance agreements, etc. shall be produced.

Other submission materials include cut sheets for the ITM kiosk, monument sign, and light pole/fixture.

Respectfully submitted,

OTISCO DESIGN, DPC

Kurt Hackwelder, RLA



City of Watertown SITE PLAN APPROVAL APPLICATION FORM

City of Watertown, Planning and Community Development Dept. 245 Washington Street, Room 305, Watertown, NY 13601 Phone: 315-785-7741 Email: planning@watertown-ny.gov Received:

Please Note: The Site Plan Approval Application form is for projects where the building or parking area coverage of the lot will increase by more than 2,500 square feet.

Please provide responses for all sections and submit all required materials as noted on Page 2. Failure to submit all required information by the submittal deadline may result in Staff **not** placing your request on the agenda for the upcoming Planning Board meeting.

PROPERTY INFORMATION:	
PROPOSED PROJECT NAME:	
TAX PARCEL NUMBER:	
PROPERTY ADDRESS:	
ZONING DISTRICT:	
APPLICANT INFORMATION:	
NAME:	
ADDRESS:	
PHONE NUMBER:	

E-MAIL ADDRESS:

PROPERTY OWNER INFORMATION (if different from applicant):

AME:	
DDRESS:	
HONE NUMBER:	_
-MAIL ADDRESS:	

ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT INFORMATION:

NAME:	 	
ADDRESS:		
PHONE NUMBER:	 	
E-MAIL ADDRESS:		

REQUIRED MATERIALS:

** The following drawings with the listed information <u>ARE REQUIRED, NOT OPTIONAL</u>. If the required information is not included and/or addressed, Planning Staff **will not** process the Site Plan Application.

All of the following drawings **must** be adequately dimensioned, including radii and must use darker line work and text for proposed features than for existing features.

COVER LETTER: Must clearly and fully explain the proposed project in sufficient detail.

BOUNDARY and TOPOGRAPHIC SURVEY: Depict existing features as of the date of the Site Plan Application. A Professional Land Surveyor licensed and currently registered to practice in the State of New York must perform the survey and create the map. At least one copy must contain the surveyor's original PLS wet stamp and an original signature. The rest may be copies thereof. The survey drawing **must** depict and label all of the following:

- All existing features and utilities on and within 50 feet of the subject property
- All existing property lines (bearings and distances), margins, acreage, zoning, easements, right-of-ways, existing land use, reputed owner, adjacent reputed owners and tax parcel numbers
- One-foot contours are with appropriate spot elevations
- North arrow and graphic scale
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- **DEMOLITION PLAN** (if applicable)
 - Depict and label **all** existing features on and within 50 feet of the subject property and (using darker text) all items proposed for demolition.

SITE PLAN: The drawing must clearly label all proposed features as "proposed" and use darker line work and text for all proposed features than for existing features. It must also include a reference to the coordinate system used (NYS NAD83-CF preferred). In addition, the drawing **must** depict and label all of the following:

- All proposed above ground features
- All proposed easements and right-of-ways
- Land use, zoning, and tax parcel number
- Proposed parking and loading spaces, including all required ADA accessible spaces
- Proposed snow storage areas
- Refuse Enclosure Area (Dumpster), if applicable. Please note: Section 161-19.1 of the Zoning Ordinance states, "No
 refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the
 adjoining owner, if the owner occupies any part of the adjoining property."
- North arrow and graphic scale

GRADING PLAN: This drawing must depict and label all of the following:

- All proposed below ground features, including elevations and inverts
- All proposed above ground features, including easements and right-of-ways
- One-foot existing contours (shown dashed and labeled with appropriate spot elevations)
- One-foot proposed contours (shown and labeled with appropriate spot elevations)
- Sediment and Erosion control, unless separate drawings are included as part of a Stormwater Pollution Prevention Plan (SWPPP).
- All elevations are North American Vertical Datum of 1988 (NAVD88).

UTILITY PLAN: This drawing must include a note stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided." It must also depict and label **all** of the following:

- All proposed above and below ground features
- All existing above and belowground utilities, including water, sanitary water, stormwater, electric, gas, telephone, cable, fiber optic, etc.
- All existing and proposed easements and right-of-ways.

LANDSCAPING PLAN: This drawing must depict and label **all** of the following:

- All proposed above ground features
- All proposed trees, shrubs, other plantings and other proposed landscaping additions, keyed to a plant schedule that
 includes the scientific name, common name, size, quantity, etc. Please note: For additional landscaping requirements
 where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59,
 Landscaping of the City's Zoning Ordinance.
- The Site Plan complies with and meets acceptable guidelines set forth in Appendix A Landscaping and Buffer Zone Guidelines (August 7, 2007).

VEHICULAR AND PEDESTRIAN CIRCULATION PLAN

- Depict all vehicular **and** pedestrian traffic circulation, including a delivery or refuse vehicle and a City fire truck entering and exiting the property.
- Sidewalks within the City Right-of-Way must meet Public-Right-of-Way (PROWAG) standards.
- The Site Plan is consistent with and, wherever possible, incorporates principles set forth in Appendix B City of Watertown Complete Streets Policy (January 17, 2017).

PHOTOMETRIC PLAN (if applicable): This drawing must depict and label **all** of the following:

- All proposed above ground features
- Photometric spot elevations or labeled photometric contours of the property. **Please note:** Light spillage across **all** property lines shall not exceed 0.5 foot-candles.

CONSTRUCTION DETAILS and NOTES:

- Provide all details and notes necessary to complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc.
- Provide maintenance and protection and traffic plans and notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc.
- The drawings must include the following note: "All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

PRELIMINARY ARCHITECTUAL PLANS (if applicable): These plans must include all of the following for proposed buildings: Floor plan drawings, including finished floor elevations, exterior elevations including exterior materials and colors, as well as roof outlines depicting shape, slope and direction.

ENGINEERING REPORT

** The engineering report at a minimum must include the following:

- Project location and description
- Existing and proposed sanitary sewer flows and summary
- Water flows and pressure
- Storm Water Pre and Post Construction calculations and summary
- Traffic impacts
- Lighting summary
- Landscaping summary

COMPLETED SEQR ENVIRONMENTAL ASSESSMENT FORM: (Contact us if you need help choosing between the Short EAF and the Full EAF). The Complete EAF is available online at: <u>http://www.dec.ny.gov/permits/6191.html</u>

GENERAL INFORMATION

- All items must include a valid stamp and an <u>original</u> signature by a Professional Engineer, Architect, Landscape Architect, or Surveyor licensed and currently registered to practice in the State of New York.
- If required, submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City of Watertown Engineering Department for review to obtain an MS4 SWPPP Acceptance Form.

Post Construction SWPPP Requirements to Complete:

In accordance with City Code Section 260, provide the following:

- Submit a detailed as-built topographic and boundary survey of the site with all stormwater practices.
- Perform and submit results of insitu infiltration testing, updated drainage area maps and hydraulic calculations in a comprehensive Engineering Report based on As-Built Conditions.
- Submit a detailed post construction Maintenance Plan for all Stormwater Management Practices (SMP's) and provide a Maintenance Agreement with irrevocable letter of credit for approval. Maintenance Agreement shall be filed at the County Clerk's Office as a deed restriction on the property.
- ** If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department.
- ** If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.
- ** When NYSDEC or NYSDOH permitting is required, the property owner/applicant shall retain a licensed Professional Engineer to perform inspections of the proposed utility work and to certify the completed works were constructed in substantial conformance with the approved plans and specifications.**
- Signage is not approved as part of this submission. It requires a Sign Permit from the City Code Enforcement Bureau. See Section 310-52.2 of the Zoning Ordinance.
- For non-residential uses, the applicant must include the proposed Hours of Operation.

OPTIONAL MATERIALS:

PROVIDE AN ELECTRONIC (.DWG) COPY OF THE SITE PLAN WITH AS-BUILT REVISIONS. This will assist the City in keeping our GIS mapping up-to-date.

SUBMITTAL INSTRUCTIONS:

Submit 15 complete collated sets of all required materials, addressed to:
Michael A. Lumbis, Planning and Community Development Director City of Watertown 245 Washington Street, Room 305 Watertown, NY 13601
If the application requires Jefferson County Planning Board review, then the applicant must submit 16 "sets." Planning Staff will inform the applicant if this is necessary.
Submissions must be collated and properly folded.
If the applicant is not the property owner, the submission must include a signature authorization form or letter signed by the owner authorizing the applicant to apply on behalf of the owner.
For any item(s) not checked in the Site Plan Approval Checklist, attach an explanation and comments.
Provide an electronic copy of the entire submission in the form of a single, combined PDF file of the entire application, including cover letter, plans, reports, and all submitted material.
Submit the required Application Fee
\$150 for Site Plan Minor
\$250 for Site Plan Major (any proposal to disturb more than 1 acre represents a Site Plan Major)

SIGNATURE

I certify that the information provided above is true to the best of my knowledge.

Applicant's name (please print)_____

Applicant's Signature	Dorothy Wolff	Date:
	$\int \mathcal{Q}$	

<u>Meeting Information</u>: The Planning Board normally meets at 3:00 p.m. on the first Tuesday of every month in Council Chambers at City Hall, 245 Washington Street. The application deadline is 14 days prior to the scheduled meeting date. Planning Board action does not represent final approval, as the Planning Board only votes to make a recommendation to City Council, which holds the sole authority to grant Site Plan Approval.

Occasionally, due to holidays or other reasons, meetings may occur on other dates and/or times. The City will announce any changes to meeting dates in advance on its website at <u>www.watertown-ny.gov</u>. Planning Staff *strongly* recommends scheduling a pre-application meeting prior to submitting a Site Plan Application. The entire site plan application process typically takes four-to-six weeks, depending on whether the application requires Jefferson County Planning Board review.

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information		
Name of Action or Project:		
Project Location (describe, and attach a location map):		
Brief Description of Proposed Action:		
Name of Applicant or Sponsor:	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, loca administrative rule, or regulation?	l law, ordinance,	NO YES
If Yes, attach a narrative description of the intent of the proposed action and the e may be affected in the municipality and proceed to Part 2. If no, continue to ques	environmental resources thation 2.	at
2. Does the proposed action require a permit, approval or funding from any othe If Yes, list agency(s) name and permit or approval:	er government Agency?	NO YES
3. a. Total acreage of the site of the proposed action?	acres acres acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:		
5. Urban Rural (non-agriculture) Industrial Commercia	al Residential (subur	ban)
□ Forest Agriculture Aquatic Other(Spec □ Parkland	cify):	

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?			
b. Consistent with the adopted comprehensive plan?			
6 Is the proposed action consistent with the predominant character of the existing built or natural lands	scape?	NO	YES
o. Is the proposed action consistent with the predominant character of the existing built of natural lands	cape :		
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Ar	rea?	NO	YES
If Yes, identify:			
8 a Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
b Are public transportation services available at or part the site of the proposed action?			
b. Are public transportation services available at or near the site of the proposed action?			
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the propos action?	sed		
9. Does the proposed action meet or exceed the state energy code requirements?		NO	YES
If the proposed action will exceed requirements, describe design features and technologies:			
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
If No, describe method for providing potable water:			
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment:			
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or	district	NO	YES
which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing State Register of Historic Places?	on the		
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, conta wetlands or other waterbodies regulated by a federal, state or local agency?	ain	NO	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	I .		
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
□Shoreline □ Forest Agricultural/grasslands Early mid-successional		
Wetland 🗆 Urban Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or	NO	YES
Federal government as threatened or endangered?		
16. Is the project site located in the 100-year flood plan?	NO	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,		
a. Will storm water discharges flow to adjacent properties?		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:		
18 Does the proposed action include construction or other activities that would result in the impoundment of water	NO	VES
or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	TES
If Yes, explain the purpose and size of the impoundment:		
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste	NO	YES
If Yes, describe:		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:		
I CEDTIEV THAT THE INCODMATION DOWIDED ADOVE IS THE AND A COUDATE TO THE DE	ST OF	
MY KNOWLEDGE	/31 OF	
Applicant/sponsor/name: Date:		
Signature: Kurt HackwelderTitle:		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Short Environmental Assessment Form Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

		No, or small impact may occur	Moderate to large impact may occur
1.	Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2.	Will the proposed action result in a change in the use or intensity of use of land?		
3.	Will the proposed action impair the character or quality of the existing community?		
4.	Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5.	Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6.	Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7.	Will the proposed action impact existing: a. public / private water supplies?		
	b. public / private wastewater treatment utilities?		
8.	Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9.	Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10.	Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11.	Will the proposed action create a hazard to environmental resources or human health?		

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

 Name of Lead Agency
 Date

 Print or Type Name of Responsible Officer in Lead Agency
 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency
 Signature of Preparer (if different from Responsible Officer)

NORTHERN CREDIT UNION DRIVE-THRU DEVELOPMENT WATERTOWN, NY



AUGUST 18, 2022



ZONING / PLANNING DATA

1. PROPERTY ADDRESS:

1851 STATE ST. WATERTOWN, NEW YORK 13601

2. PROPERTY OWNER:

NORTHERN CREDIT UNION 120 FACTORY ST. WATERTOWN, NEW YORK 13212 TELE: 1-315-782-0155 POINT OF CONTACT: DOROTHY WOLFF

3. PROJECT DESCRIPTION:

THE PROJECT IS FOR THE DEVELOPMENT OF A NEW DRIVE-THRU ITM KIOSK ON AN EXISTING COMMERCIALLY ZONED PROPERTY LOCATED IN THE CITY OF WATERTOWN, NY. A NEW ITM KIOSK IS PROPOSED WITH ASPHALT DRIVE, LANDSCAPING, SIGNAGE AND SITE LIGHTING.

4. ZONE: COMMERCIAL

5. REQUIRED SETBACKS:

FRONT YARD: 20 FT MIN. SIDE YARD: 5 FT MIN. REAR YARD : 25 FT MIN.

6. <u>LOT SIZE:</u>

REQUIRED: 5,000s.f. (0.18ac.) MIN.

7. <u>Parking:</u>

<u>STALL SIZE:</u> 5 / 1,000s.f.

8. <u>SIGNAGE:</u>

<u>SIZE:</u> 200s.f. MAX.

PROVIDED SETBACKS:

FRONT YARD: 62 FT SIDE YARD: 40 FT REAR YARD : 232 FT

LOT SIZE: 63,597s.f. (1.46ac.)

PROPOSED: N/A

PROPOSED: 100s.f.

DRAWING LIST

LANDSCAPE INFORMATION L-001 GENERAL INFORMATION

LANDSCAPE L-100 L-100.1 L-101

> L-102 L-501

NYSDOT WORK ZONE TRAFFIC CONTROL PLAN DEMOLITION AND EROSION CONTROL PLAN LAYOUT AND PLANTING PLAN, GRADING PLAN

SITE DETAILS

NYSDOT SITE PLAN

REFERENCE

LC-100

SURVEY SITE LIGHTING PHOTOMETRIC PLAN

ARCHITECT 5047 Clear Meadow Camillus, New York 1303 (315) 558-4321 tel. www.phzarch.com Otisco Design 4683 Manor Hill. Dr. | Syracuse, NY 13219 | (315) 430.7754 1005 W. Fayette Street, Suite 500 NKB Syracuse, NY 13204 Phone 315.428.1177 Fax 315.428.9822 www.nkbpc.com N.K. BHANDARI **ASM** Engineering Engineering, Consulting and Design 744 Townline Road Syracuse, NY 13211 el: 315.455.2107 315.455.7101 **Northern** DRIVE-THRU DEVELOPMENT 1851 STATE STREET

PHZ Project Number: 22-009





ISSUED AND REVISION NOTIFICATION		
No.	Description	Date

- Symbol Indicates Revision Issued		
Prawing Package:		
ANNING BOARD		
Drawn By:		
КТН		

COVER SHEET



		M MU	
AC-I I AC	ACRES	MFR	MANUFACTURER
ACC	ASPHALT CEMENT CONCRETE	MATL	MATERIAL
ADDM	ADDENDUM	MAX	MAXIMUM
ALT	ALTERNATE	MECH	MECHANICAL
ALUM	ALUMINUM	MTL	METAL
		MISC	
APPROX	APPROXIMATE	N	
ARCH	ARCHITECT(URAL)	NOM	NOMINAL
AD	AREA DRAIN	N	NORTH
ASPH	ASPHALT	NA	NOT APPLICABLE
		NIC	NOT IN CONTRACT
B	DAGENENT	NTS	NOT TO SCALE
BSMI		NO	NUMBER
		0	
BW	BOTTOM OF WALL	00	
BLDG	BUILDING	OPNG	OPENING
		OD	OUTSIDE DIAMETER
С		OH	OVERHEAD
CIP	CAST IRON / CURB INLET	OHC	OVERHEAD COMMUNICATIONS
CIP	CAST IRON PIPE / CAST IN PLACE	OHE	OVERHEAD ELECTRIC
CB			
COL	COLUMN	PCC	
COMB	COMBINATION	PERF	PERFORATED
COM	COMMUNICATION	PI	PINT OF INTERSECTION
CONC	CONCRETE	PLBG	PLUMBING
CMU	CONCRETE MASONRY UNIT	PLYWD	PLYWOOD
CONSTR	CONSTRUCTION	PT	PRESSURE TREATED
		201 DOL	
		P3F D\\/	
	COORDINATE		FRIVATE WATER / DOMESTIC WATER
CMP		0	
CU FT	CUBIC FEET	QTY	QUANTITY
CFS	CUBIC FEET PER SECOND		
CU YD	CUBIC YARD	R	
_		R	RADIUS
D		REINF	
ח		ROW	RIGHT OF WAY
DIP	DUCTILE IRON PIPE		
		S	
E		SAN	SANITARY
EA	EACH	SD	STORM DRAIN
E	EAST	SS	SANITARY SEWER
		SCHED	
EST	ESTIMATE	SHT	SHEET
EXIST	EXISTING	S	SOUTH
EXIST GR	EXISTING GRADE	SPEC	SPECIFICATION
EXP	EXPANSION	SQ	SQUARE
EJ	EXPANSION JOINT	SF	SQUARE FEET
		SID	STANDARD
		SIM	
FPS			
FFF			STRUCTURE / STRUCTURAL
FF EL	FINISH FLOOR ELEVATION	Т	
FIN	FINISH(ED)	TD	TRENCH DRAIN
FIN GR	FINISHED GRADE	TEL	TELEPHONE
FH	FIRE HYDRANT	TC	TOP OF CURB
FLR	FLOOR	TOW	
<u>F1</u>	FOUL/FEEL	IYP	
G			
GA	GAUGE		UNLESS NOTED OTHERWISE
G	NATURAL GAS		
		V	
H		VIF	VERIFY IN FIELD
HT	HEIGHT	VERT	VERTICAL
HDPE	HIGH DENSITY POLYETHELENE PIPE	1.6.1	
עזרי		WIR W/	WEST
 		W/	WITH
INCL	INCLUDE(D)(-ING)	W/O	WITHOUT
ID		WPT	WORKPOINT
INV	INVERT		
		Y	
J		YR	YEAR
JI			
μ Ι ΔΤ			
LB	POUND		
LP	LIGHT POLE		
LF	LINEAR FEET		

ABBREVIATION LIST

PROPOSED	
BUILDING WALL/EDGE	
BUILDING OVERHANG	
CONTRACT LIMIT LINE (CLL)	• CLL
NATURAL GAS LINE	G G G G
UNDERGROUND POWER/ELECTRICAL	OHE OHE
SANITARY SEWER	SS SS
DOMESTIC WATER LINE	PW PW
PROPERTY LINE	
EASEMENT LINE SETBACK LINE	
CENTERLINE	
SWALE CENTER LINE	
UNDERDRAIN EDGE OF WATER (POND LAKE, STREAM)	$\xrightarrow{\rightarrow} $
SILT FENCE	
INLET PROTECTION (TYPE 1, 2, 3, ETC.)	
CHECK DAM	
ROCK DAM	
TEMPORARY SEDIMENT BASIN & PIPE OUTLET	
CATCH BASIN SEDIMENT TRAP	
RIP/RAP OUTLET SEDIMENT TRAP	
FLARED END SECTION & RIP/RAP	
REMOVALS	
PAVEMENT TO BE REMOVED/SAW-CUT LINE	
STORM DRAIN LINE TO BE REMOVED	SDSDSDSD
MINOR OR INTERVAL CONTOURS	99
MAJOR CONTOURS SPOT ELEVATIONS	
CURB	
ASPHALT ROAD PAVEMENT	
ASPHALT DRIVE PAVEMENT	
ASPHALT PARKING PAVEMENT	
ASPHALT WALK PAVEMENT	
CONCRETE PAVEMENT	EJ
UNIT PAVERS	
UTILITY POLE	ø
LIGHT POLE	
COMMUNICATIONS/FIBER OPTIC MANHOLE/BOX	
ELECTRIC MANHOLE/ & VAULT	E E
UTILITY PULLBOX	EC
SANITARY SEWER MANHOLE	(S)
STORM DRAIN MANHOLE	
CATCH BASIN/STORM INLET	СВ SI
CURB INLET	
STEAM MANHOLE & VAULT	(STM) STM
UNDERGROUND UTILITY CLEANOUT	
DOMESTIC WATER MANHOLE	
DOMESTIC WATER VALVE	×××
WATER HYDRANT	
DECIDUOUS TREE	
CONIFEROUS TREE	\ \ + \
SHRUBS (DECIDUOUS & CONIFEROUS)	6660

Copyright phZ Architects, PLLC.

PROPOSED (CONTINUED)		
PLANT TAG (SEE SCHEDULE ENTRY)	XX #	
TREE TO BE REMOVED		
GROUND COVER/PERENNIAL & ANNUAL MASSINGS		
WET MEADOW	$\left[\begin{array}{cccccccccccccccccccccccccccccccccccc$	
UPLAND MEADOW	$\begin{bmatrix} + & + & + & + & + & + & + & + & + & + $	
WETLAND PLANTING		
EROSION CONTROL BLANKET		

EXISTING

BUILDING EXTERIOR WALL	
BUILDING DOOR	
	COM COM
SANITARY SEWER	
NATURAL GAS LINE	G G G
OVERHEAD POWER/ELECTRICAL	OHE OHE
UNDERGROUND POWER/ELECTRICAL	UE UE
STEAM LINE	STM STM
STORM LINE	SD SD
SETBACK LINE	· · · · · ·
CENTERLINE	
FENCE	<u> </u>
TREE LINE (WOODS, MASSINGS, ETC.)	
SWALE CENTER LINE	_>··· _>··· _>··· _>··· _
EDGE OF WATER (POND, LAKE, STREAM)	· · · · · · · · · · · · · · · · · · ·
RIP/RAP	
WETLANDS	
SPOT ELEVATION	$ imes^{255.65}$ $ imes_{255.65}$ $ imes_{255.65}$ $ imes$
SURVEY MONUMENT/BENCHMARK	
BORE OR CORE HOLE	•
UTILITY POLE	Ø
LIGHT POLE	LP
COMMUNICATIONS/FIBER OPTIC MANHOLE/BOX	С Т
ELECTRIC MANHOLE/ & VAULT	E E
UTILITY PULLBOX	EC
SANITARY SEWER MANHOLE	S
STORM DRAIN MANHOLE	D
CATCH BASIN/STORM INLET	CBSI
CURB INLET	CI
STEAM MANHOLE & VAULT	STM STM
CLEANOUT	°°O
DOMESTIC WATER MANHOLE	W
DOMESTIC WATER VALVE	WV M
FIRE HYDRANT	<i>V</i>
TREE	•

	F1	F2	F3	F4	F5	F6	F				
	E1	E2	E3	E4	E5	E6	E				
	D1	D2	D3	D4	D5	D6	[
	C1	C2	(C3)	C4	C5	C6	(
	B1	B2	В3	B4	В5	B6	E				
		A2	A3	A4	A5	A6	,				
TAIL NAME View Name SCALE: 1/8"=1'-0" DETAIL NUMBER DETAIL SCALE VIEW CALLOUT LEGEND											
~											

- UTILITIES.
- 2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES IN THE PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW YORK STATE STANDARDS & SPECIFICATIONS FOR SOIL AND EROSION AND SEDIMENT CONTROL (BLUE BOOK)
- OCTOBER/NOVEMBER.
- MIXTURES SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

- PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES DURING CONSTRUCTION. 10. ALL STORM DRAINAGE OUTLETS WILL BE STABILIZED AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL.
- TO THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- MULCH MUST BE APPLIED THROUGH A HYDROSEEDER IMMEDIATELY AFTER MULCHING.
- 14. THE CONTRACTOR WILL CONTROL DUST ON THE SITE AT ALL TIMES BY APPLYING WATER OR A DUST PALLIATIVE.
- SHALL REMOVE ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL FACILITIES UPON COMPLETION OF THE PROJECT. 16. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF OPERATIONS TO THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF EARTHWORK OPERATIONS.
- OR PAVEMENTS. 19. SAW-CUT ALL EXISTING PAVEMENTS AT LIMITS OF REMOVAL TO FORM A CLEAN STRAIGHT EDGE TO WHICH NEW PAVEMENTS LAWN OR PLANT BEDS WILL ABUT.
- THAN 10' BY 10' UNLESS APPROVED BY THE LANDSCAPE ARCHITECT. DESCRIBED IN DIVISION 32 TURF AND GRASSES OF THE CONTRACT SPECIFICATIONS.
- LOCATIONS ARE PRESENTLY UNKNOWN.
- UNION PROPERTY 1851 STATE STREET CITY OF WATERTOWN", DATED 07/13/22. 25. NOTIFY DIG SAFELY NEW YORK (1.800.962.7962) AND OTHER APPLICABLE AUTHORITIES 48 HOURS PRIOR TO EXCAVATION.
- DISTURBED BY CONSTRUCTION.
- JURISDICTION INCLUDING PAYMENT OF FEES AND PERFORMANCE BONDS. 28. OBTAIN LANDSCAPE ARCHITECT'S REVIEW OF LAYOUT AND GRADING AS INDICATED IN THE SPECIFICATIONS.
- PROTECT TREE ROOTS.

(B4) GENERAL NOTES

- FOR EROSION & SEDIMENTATION CONTROLS MANUAL. (THE BLUE BOOK, AUGUST 2005 OR LATEST VERSION)
- COMPLETE SHALL BE STABILIZED WITHIN 14 CALENDAR DAYS.
- 3. PROMPTLY INSPECT ALL EROSION CONTROL FACILITIES AND REPAIR IMMEDIATELY AFTER EACH RAINFALL
 - REPLACEMENT OR REPAIR OF DAMAGED SILT FENCE A)
 - C) INLET PROTECTION DEVICES & MEASURES D) ASSURANCE OF GOOD GRASS GROWTH.
 - E) CONSTRUCTION ACCESS ROADS
- 5. KEEP WORK AREAS THAT DISTURB SOIL TO A MINIMUM BY DISTURBING ONLY AREAS THAT WILL BE IMMEDIATELY WORKED.



1. ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR

ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED. 4. ANY DISTURBED AREA THAT WILL BE LEFT EXPOSED FOR MORE THAN TWENTY FOUR (24) HOURS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING OF RYEGRASS (ANNUAL OR PERENNIAL) @ 30 LBS. PER ACRE, OR CERTIFIED "AROOKSTOOK" WINTER RYE @ 100 LBS. PER ACRE. FERTILIZATION SHALL BE

5-10-10 FERTILIZER OR APPROVED EQUAL AT THE RATE OF 600 LBS PER ACRE IN ACCORDANCE WITH NEW YORK STATE DEC STANDARDS. WINTER RYE SHALL BE USED IF SEEDING IN 5. FOR PERMANENT SEEDING, THE SEEDBED SHALL BE SCARIFIED AND ALL DEBRIS AND OBSTACLES SUCH AS ROCKS AND STUMPS SHALL BE REMOVED. SOIL AMENDMENTS AND SEED

6. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORM WATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES. ALL SEDIMENTATION STRUCTURES SHALL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER EVERY STORM EVENT.

SOIL STOCKPILES ARE TO BE LOCATED AS SHOWN ON THE CONTRACT DOCUMENTS. STOCKPILES SHALL BE PROTECTED BY SILT FENCE OR A HAY BALE BARRIER.

11. ALL DEWATERING OPERATIONS MUST DISCHARGE DIRECTLY INTO A SEDIMENT FILTRATION DEVICE. THE SEDIMENT FILTER MUST BE CAPABLE OF FILTERING THE SEDIMENT AND PLACED SO AS NOT TO CAUSE EROSION OF THE DOWNSTREAM AREA. FIELD PLACEMENT AND USE OF THE STRUCTURE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR

12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE CONFIRMATION OF LIME, FERTILIZER, SEED APPLICATION AND RATES OF APPLICATION AT THE REQUEST OF THE GOVERNMENT. MULCHING IS REQUIRED ON ALL SEEDED AREAS TO INSURE AGAINST EROSION BEFORE GRASS IS ESTABLISHED TO PROMOTE EARLIER VEGETATION COVER. IMMEDIATELY AFTER THE COMPLETION OF STRIPPING AND STOCKPILING OF TOPSOIL, SEED THE STOCKPILE WITH PERENNIAL RYEGRASS AT A RATE OF 30 LBS PER ACRE. 13. MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1 UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT. MULCHING SPECIFICATION: SMALL GRAIN STRAW APPLIED AT A RATE OF 2 TONS PER ACRE AND ANCHORED WITH WOOD FIBER MULCH (HYROMULCH) AT 500-750 LBS/ACRE. THE WOOD FIBER

15. THE MAINTENANCE OF THE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION. THE CONTRACTOR

17. TREES TO BE PROTECTED SHALL BE IDENTIFIED PRIOR TO THE START OF CONSTRUCTION. TREES SHALL BE PROTECTED IN ACCORDANCE WITH THE DETAILS SHOWN ON DRAWINGS. 18. ADJUST ALL EXISTING MANHOLES AND CATCH BASIN RIMS, WATER VALVE COVERS, AND OTHER UTILITIES WHERE ENCOUNTERED, TO MEET NEW LINE AND GRADE OF FINISHED LAWN

20. SAW-CUT EXISTING CONCRETE PAVEMENTS AT NEAREST SCORE JOINT TO LIMITS OF REMOVAL AND REPLACE CONCRETE PAVEMENTS IN FULL FLAGS. 21. REPAIR ALL EXISTING PAVEMENT WHERE DAMAGED AND/OR DISTURBED BY THE WORK OF THE CONTRACT AT NO COST TO THE OWNER. REPAIRS SHALL BE MADE WITH LIKE MATERIALS OF EQUAL QUALITY AND TO THE EXISTING PAVEMENT SECTION DEPTH WITH LIKE MATERIALS UNLESS OTHERWISE NOTED. THE AREA OF REPAIR SHALL BE NOT LESS

22. REPAIR ALL EXISTING LAWN AREAS DAMAGED AND/OR DISTURBED BY WORK OF THIS CONTRACT. REPAIRS SHALL BE MADE IN ACCORDANCE WITH THE MATERIALS AND METHODS

23. SURVEY INFORMATION: LOCATIONS OF THE UNDERGROUND UTILITIES AND OTHER UNDERGROUND STRUCTURES WERE OBTAINED BY FIELD MEASUREMENTS WHERE POSSIBLE. OTHERWISE, THEY WERE OBTAINED FROM OTHER SOURCES AND MAY BE APPROXIMATE ONLY. OTHER UNDERGROUND UTILITIES AND STRUCTURES MAY EXIST, BUT THEIR

24. DRAWINGS ARE BASED ON A SURVEY PROVIDED BY MONCRIEF & MCLEAN LAND SURVEYORS, TITLED "MAP SHOWING THE TOPOGRAPHICAL SURVEY OF THE NORTHERN CREDIT

26. INSTALL 6" (COMPACTED) TOPSOIL AND ESTABLISH LAWN IN ALL AREAS WITHIN THE CONTRACT LIMITS NOT DESIGNATED FOR OTHER SURFACES. REPAIR ALL OTHER AREAS

27. COMPLY WITH ALL REQUIREMENTS OF GOVERNMENT AGENCIES HAVING JURISDICTION OF ADJOINING ROADWAYS RELATIVE TO MAINTENANCE AND PROTECTION OF TRAFFIC. ALL WORK WITHIN ROAD RIGHT-OF-WAYS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. OBTAIN ALL PERMITS REQUIRED FROM AUTHORITIES HAVING

29. EMPLOY MEASURES TO MINIMIZE DUST AND OTHER CONSTRUCTION NUISANCES THROUGHOUT THE COURSE OF THE PROJECT PER THE CONTRACT SPECIFICATIONS. 30. AVOID HEAVY CONSTRUCTION VEHICLE TRAFFIC OVER TREE ROOTS WITHIN THE DRIP LINES. UTILIZE CONSTRUCTION FENCING AS SHOWN AND/OR OTHERWISE NECESSARY TO

1. EMPLOY EROSION CONTROL MEASURES AS SHOWN ON THE CONTRACT DOCUMENTS AND OTHERWISE NECESSARY TO PREVENT DAMAGE TO ON-SITE FACILITIES AND ADJOINING PROPERTY. ALL MEASURES SHALL BE INSTALLED AND MAINTAINED IN CONFORMANCE WITH THE NEW YORK STATE DEC REGULATIONS INCLUDING THE STANDARDS AND SPECIFICATIONS 2. REMOVE NO MORE VEGETATIVE COVER THAN IS NECESSARY FOR IMMEDIATE GRADING ACTIVITIES. ALL NEWLY DISTURBED AREAS NOT ACTIVELY UNDER CONSTRUCTION MUST BE

TEMPORARILY STABILIZED WITHIN TWO WEEKS (14 CALENDAR DAYS) USING THE SPECIFIED SEED MIX AT SPECIFIED RATE. ALL AREAS WHERE DISTURBANCE ACTIVITY IS PERMANENTLY

4. ALL TEMPORARY EROSION CONTROL FACILITIES SHALL BE MAINTAINED BY THE SITE CONTRACTOR. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO:

REMOVAL OF SEDIMENT FROM ALL MEASURES SUCH THAT THEY REMAIN IN COMPLIANCE WITH THE LATEST EDITION OF THE NYSDEC BLUE BOOK.



L-001



11) Open cutting of the roadway shall not be allowed unless permission is granted in writing, by the regional Traffic Engineer.







6:00 am Friday, May 27, 2022 thru 6:00 am Tuesday, May 31, 2022 - (Memorial Day Holiday) 6:00 am Friday, July 1, 2022 thru 6:00 am Tuesday, July 5, 2022 - (July 4th Holiday) 6:00 am Friday, September 2, 2022 thru 6:00 am Tuesday, September 6, 2022 - (Labor Day Holiday) 6:00 am Wednesday, November 23, 2022 thru 6:00 am Monday, November 28, 2022 - (Thanksgiving Holiday) 6:00 am Friday, December 23, 2022 thru 6:00 am Tuesday, December 27, 2022 - (Christmas Holiday)

1. WORK ZONE TRAFFIC CONTROL REVISIONS

Proposed revisions to the Work Zone Traffic Control (WZTC) plan or modifications to the 619 Standard Sheets shall be submitted to the engineer for the review and approval by the Regional Traffic Engineer prior to the planned implementation of such revisions or modifications. The Contractor shall not implement the proposed revisions without approval from the Regional Traffic Engineer. When applicable, NYSDOT Work Zone Traffic Control (WZTC) typical applications shall be used. Typicals can be found at https://webapps.dot.ny.gov/work-zone-traffic-control

2. TRAVEL LANE WIDTHS IN WORK ZONES

Where not shown in the WZTC plans or otherwise authorized by NYS DOT (or The engineer), travel lane widths in work zones shall be a minimum of 11 ft on freeways, ramps, expressways and multi-lane* conventional roadways and 10 ft on all other conventional roadways. *(Multi-lane roadways are those with two or more thru lanes in one or both directions.)

DAILY LANE, RAMP AND SHOULDER CLOSURE RESTRICTIONS

Work zones shall be restricted to one side of the roadway at a time in each direction on divided roadways, unless approved by the Engineer. The Contractor shall schedule work so that all travel lanes and ramps in each direction are open when the Contractor's operations are closed down or substantially closed down. Daily closures may occur off of long-term closures and shall be subject to daily closure restrictions. Work zones shall be restricted to one side of the roadway at a time on undivided highways.

4. FLAGGING OPERATIONS

When a pedestrian approaches a Flagger Station, the flagger shall stop traffic and direct the pedestrian to a safe route through the work area. Flaggers shall coordinate the flagging of the work zone to ensure pedestrians can safely proceed through the area. If there is more than the occasional pedestrian within the project limits, refer to the site specific pedestrian WZTC plan.

5. <u>HOLIDAY CLOSURE RESTRICTIONS</u>

Daily lane, ramp and shoulder closures shall not be permitted on state owned roadways during major holidays.

Below are holiday periods based on guidelines from EI 17-010. All restrictions are from 6:00 AM on the first day until 6:00 AM on the last day of the restriction.

6:00 am Friday, December 30, 2022 thru 6:00 am Tuesday, January 3, 2023 - (New Year's Holiday)

6. <u>NOTIFICATION REQUIREMENTS</u>

Region 3 has a Work Zone Traffic Control (WZTC) Notification Policy which requires Engineers/Contractor to notify the Regional Transportation Management Center (RTMC) prior to allowing a contractor to implement Work Zone Traffic Control activities within the highway right of way. Work Zone Notification is required for the following:

All Other State Highways: all lane closures whose duration will be greater than 2 hours and all road/bridge closures. The Contractor shall report proposed WZTC activities noted above to the TMC by NOON of the business day (i.e. Monday through Friday excluding holidays) preceding the proposed WZTC activity. Failure to do so will result in disapproval to perform the unreported WZTC activity until the above notifications requirements are satisfied. No planned WZTC activity shall be implemented without first receiving clearance from the RTMC.

7. <u>VEHICLE RESTRICTIONS</u>

The Contractor shall report any restriction (as defined below) on highways, ramps, or bridges at least six (6) business weekdays in advance of the restriction. Six (6) days lead time is necessary to provide the RTMC adequate time to prevent issuance of Special Hauling Permits that would route oversize vehicles over the restricted section of this contract. Restrictions shall be defined as one or more of the following:

Complete closure of a highway, ramp or bridge.

Installation of barrier or channelizing devices that result in an unobstructed width less than 18 feet along a highway, ramp or bridge.

Suitable driving surfaces of less than 18 feet in width. Available vertical clearance above the highway is less than 14 feet in height.

Work would limit vehicle length (i.e. turning ability)

Changing the load capacity of a highway, ramp or bridge.

The Contractor shall also give verbal notification at least seven (7) business days (i.e. Monday through Friday excluding holidays) prior to and at the end of a restriction on any roadway to the: Oswego County: 911 Center (315) 343-1313

(B2) WORK ZONE TRAFFIC CONTROL NOTES

8. WORK AREA COORDINATION

The Contractor shall coordinate work activities with other contracts within and/or adjacent to the contract work limits.

9. <u>ACCESS</u>

The Contractor shall ensure that active lanes of traffic on Freeways are not crossed by pedestrian workers. For all other highways, the contractor shall ensure that pedestrian workers cross active lanes of traffic only at properly marked or unmarked crosswalks and/or dedicated pedestrian walkways. It is required that the Project Safety and Health Plan address access to each work and staging area.

Where it is feasible, vehicles and equipment used for the work and transporting of workers to/from the work site shall enter and leave the area closed by channelizing devices within the Termination Area of the Temporary Traffic Control Zone. Where such access within the Termination Area is not feasible, other areas for entry and exit shall be determined and included in the Project Safety & Health Plan, including illustrated examples (Typicals) to clearly show the temporary traffic control elements that will be provided.

10. CHANNELIZING DEVICES

All channelizing devices shall be placed so as to provide a 2 foot lateral clearance to the traveled way unless otherwise shown on the plans. Where possible a lateral buffer space of 2 foot minimum shall be provided between the work space and the channelizing devices. Channelizing device spacing (center to center) shall be 40' maximum for posted speed limits 40 mph or greater and 20' maximum for posted speed limits 35 mph or less. Standard cones and tubular markers shall not be used for channelization and delineation during the hours of darkness, which is defined as the period between sunset and sunrise.

11. <u>SIGNS</u>

All construction signs shall be mounted at a height of 7 feet above the edge of travel lane. Signs shall not encroach more than 4" into shoulders used by pedestrians or bicycles.

12. <u>DELINEATORS</u>

Signle large delineators with retroreflective ASTM type IX sheeting 6" x 12", shall be installed at 20 foot intervals for all locations where temporary concrete barrier is used and for all locations where permanent concrete barrier, guide railing, and/or bridge railing is adjacent to a lane and/or shoulder where the width is less than existing. The color of the retroreflective delineator surface shall match the color of the edge of pavement markings as viewed by approaching traffic. Delineators shall be clearly visible under normal conditions from a distance of 1000 feet when illuminated by the high beams of standard automobile headlights. The cost (including removal) shall be included in the price bid for item 619.01, basic work zone traffic control.

13. MISCELLANEOUS (local or Permit projects)

The Contractor shall be aware that the Work Zone Traffic Control is a very critical item of the permit and shall be provided in accordance with Section 619 "Work Zone Traffic Control" of the Standard Specifications, the 2009 edition of the National Manual on Uniform Traffic Control Devices for Streets and Highways and the New York State Supplement. The Contractor shall be responsible for Work Zone Traffic Control at all times for the duration of the permitted work.

2. Actual field conditions may require other signs and other arrangements of signs. Distances shall be adapted to prevailing conditions. Signs shall be located to provide optimum visibility. Signs that are not applicable shall be covered or obscured from sight. All sign numbers refer to the 2009 edition of the National Manual on Uniform Traffic Control Devices for Streets and Highways and the New York State Supplement.

when the contractors operations are shut down.

Materials, equipment and vehicles shall not be stored or parked within the State Right-of-Way before work begins or after contractor's operations are shut down. Staging areas outside the right-of-way shall be used to stockpile all construction materials. During working hours, no construction material may be stored or placed on the roadway or roadbed except within a protected work area.

5. Vehicles belonging to the Contractor or workers shall not be parked within 30 feet of the edge of pavement along a roadway being used by the general public, unless they are parked within a protected work area. During non-working hours, construction equipment and materials shall not be stored within 30 feet of the edge of pavement.

6. W20-7A "Flagger" signs shall be used whenever flagging occurs for more that a brief period of time. The signs shall be promptly removed, covered, or faced away from traffic when the flagging operation ceases. All flagging stations and lane closures should be located to ensure maximum visibility.

7. No drop-off greater than six inches shall be left overnight within 30 feet of the edge of pavement. Drop-offs less than six inches will be permitted if proper delineation and signing is provided, and prior permission is granted in writing by a representative of the Department. A drop-off is considered eliminated if tapered away by a 1 on 6 slope or flatter

8. Care shall be taken to insure that no damage occurs to the existing pavement/shoulder/curb areas as a result of construction equipment movement.

9. The Contractor may submit revisions to this plan for approval, but any change that alters the basic concepts of the plan must be approved by the NYSDOT Regional Director or his designee.

Where shoulder widths are limited and signs cannot be erected beyond the shoulder, construction signs may need to be mounted on concrete median barriers, bridge parapets, etc.

3. Pedestrian accommodations shall be maintained for the duration of the proposed work. Any disturbed areas within the State Right-of-Way shall be adequately fenced to prevent pedestrian access



L-100.1













NOTE: ALL WORK PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN WILL REQUIRE SIGN-OFF FROM A PROFESSIONAL ENGINEER, LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK, THAT THE WORK WAS BUILT ACCORDING TO THE APPROVED SITE PLAN AND APPLICABLE CITY OF WATERTOWN STANDARDS. COMPACTION TESTING WILL BE REQUIRED FOR ALL WORK TO BE PERFORMED WITH THE CITY OF WATERTOWN MARGIN AND MUST BE SUBMITTED TO THE CITY OF WATERTOWN CODES DEPARTMENT."



PLANT SCHEDULE										
TRE	ES									
KEY	Botanical Name Common Name	SIZING	SPACING	ROOT	REMARKS					
JC	Juniperus chinensis 'Mountbatten' Mountbatten Juniper	6'-7' HEIGHT	AS SHOWN	B&B						
MA	Malus 'Adirondack' Adirondack Crabapple	2 - 2 <mark>1</mark> " CALIPER	AS SHOWN	B&B	MULTI-STEM					
SHRUBS										
CA	Clethra alnifolia 'Hummingbird' Hummingbird Summersweet	No. 5 CONTAINER	AS SHOWN	CONTAINER						
HP	Hydrangea paniculata 'Limelight' Limelight Hydrangea	No. 7 CONTAINER	AS SHOWN	CONTAINER						
JP	Juniperus pfitzeriana 'Sea Green' Sea Green Juniper	36" HEIGHT	AS SHOWN	B&B						
JG	Juniperus virginiana 'Grey Owl' Grey Owl Juniper	No. 3 CONTAINER	AS SHOWN	CONTAINER						
PER	ENNIALS / GRASSES / GROUND CO	OVERS								
NF	Nepeta x fassenii 'Walker's Low' Walker's Low Catmint	No. 2 CONTAINER	AS SHOWN	CONTAINER						
PA	Pennisetum alopecroides 'Hameln' Dwarf Fountain Grass	No. 3 CONTAINER	AS SHOWN	CONTAINER						
RH	Rudeckia hirta 'Indian Summer' Black-eyed Susan	No. 2 CONTAINER	AS SHOWN	CONTAINER						
ETTER SYMBC	DL OF EACH PLANT	UMBER OF PLANTS R	EQUIRED FOR	1						
















Northern Credit Union Watertown, NY 25376GRXIA.CDR 03/24/22

Kiosk Color(s): Black, Blue (PMS 308), Orange (PMS 158), Dark Orange (PMS 159) Sign Color(s): Black, Blue (PMS 308), Orange (PMS 158), Green (PMS 363), Gray (Cool Gray 7) **OPTION IA**

H3904C KIOSK w/ NCR 6688i Options Shown: Environmental Storage Custom Canopy

Vinyl Wrap Panel for ATM Front





FRONT ELEVATION



10208 'L' Street Omaha, NE 68127 Phone: (402) 592-0600 Fax: (402) 592-3572 www.tmsdesign.com

APPROACH ELEVATION



BACK ELEVATION



10208 'L' Street Omaha, NE 68127 Phone: (402) 592-0600 Fax: (402) 592-3572 www.tmsdesign.com

EXIT ELEVATION

PAGE 2

Monument Sign

NEW CONSTRUCTION READY DRAWING



All designs remain property of Sign A Rama of Syracuse, they may not be duplicated in whole or part in any medium unless express written consent is obtained from Sign A Rama of Syracuse. All common law and copyright laws are hereby reserved.

1200 Rurnet Ave	PROJECT. NCU - Massena	PROJECT MGR.	Chris Carr DATE 9/23/2021	
Syracuse, NY 13203 P: 315.477-9819	By signing this rendering, you are verifying that, unless <i>clearly</i> noted, all Any changes made after the approval of this rendering are subject to a fe	spelling, colors and o e. Work will not begin	other details are correct. n until this document is signed and dated.	
F: 315-422-0180	Approved - No Changes			
E: signaramasyr@gmail.com	Approved - Changes Noted			
facebook.com/signaramasyr	□ Revise and Re-submit SIGNATURE		DATE	

Project	Catalog #	Туре	
Prepared by	Notes	Date	



McGraw-Edison

GPC Galleon Pedestrian Companion

Area / Site Luminaire

Product Features

Light ARchit

Product Certifications



A Interactive Menu

- Ordering Information page 2
- Product Specifications page 2
- Optical Configurations page 3
- Energy and Performance Data page 4
- Control Options page 6

Quick Facts

- · Choice of sixteen high-efficiency, patented AccuLED Optics
- · Quick mount pole or mast-arm mounting configurations
- Eight lumen packages from 3,215 up to 17,056 lumens
- IP66 rated housing and LED light squares

Dimensional Details



NOTES: 1. Visit <u>Hirds //www.designlights.org/search/</u> to confirm qualification. Not all product variations are DLC qualified. 2. IDA Certified for 3000K CCT and warmer only.



Mast Arm

Effective Projected Area (Sq. Ft.)

Approximate Net Weight

27 lbs. (12.2 kgs.)

0.73

0.62

Ordering Information

SAMPLE NUMBER: GPC-SA2C-740-U-T4FT-GM

	Light Er	igine	Color		B () (1) (1		Finish
Product Family	Configuration	Drive Current	Temperature	Voltage	Distribution		
GPC=Galleon Pedestrian Companion BAA-GPC=Galleon Pedestrian Companion, Buy American Act Compliant ³⁴ TAA-GPC=Galleon Pedestrian Companion, Trade Agreements Act Compliant ³⁴	SA1=1 Square SA2=2 Squares ²	A=615mA B=800mA C=1000mA D=1200mA ⁴	722=70CRI, 2200K 727=70CRI, 2700K 730=70CRI, 3000K 735=70CRI, 4000K 740=70CRI, 4000K 750=70CRI, 5000K 760=70CRI, 6000K 827=80CRI, 2700K 830=80CRI, 3000K AMB=Amber, 590nm ^{3,4}	U=120-277V 1=120V 2=208V 3=240V 4=277V 8=480V ^{6,7} 9=347V ⁶ DuraVolt Drivers ^{7,6,36}	T2=Type II T2R=Type II Roadway T3=Type III Roadway T4FT=Type IV Rorward Throw T4W=Type IV Wide SL2=Type II w/Spill Control SL3=Type II w/Spill Control SL4=Type IV guare Mide SWQ=Type V Square Mide SWQ=Type V Square Wide AFL=Automotive Frontline	QM =Quick Mount Arm for Round or Square Pole ^{2,13} MA =2-3/8" Mast Arm ² , ¹⁴	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White
Options (Add as S	Suffix) 1	Con	ontrols and Systems Options (Add as Suffix) Accessories (Order Separately) ³⁵				
F=Single Fused (120, 277 or 347V. Mus FF=Double Fused (208, 240 or 480V. M 10K=10kV Surge Module 20K=20kV UL 1449 Fused Surge Prote DIM=External 0-10V Dimming Leads*.1 J90=Optics Rotated 90° Right HSS=Factory Installed Glare Shield GRSWH=Factory Installed Glare Shield GRSWH=Factory Installed Glare Shield UPL=Uplight Housing ¹³ LGF=Light Square Trim Plate Painted t MT=Factory Installed Mesh Top CC=Coastal Construction finish ⁵ CE=CE Marking and Small Terminal B AHD145=After Hours Dim, 5 Hours ¹⁶ AHD245=After Hours Dim, 7 Hours ¹⁶ AHD245=After Hours Dim, 7 Hours ¹⁶ AHD355=After Hours Dim, 8 Hours ¹⁶ DALI=DALI Driver ¹¹	gle Fused (120, 277 or 347V. Must Specify Voltage) BPC=Button Type Photocontrol (120, 208, 240 or 277V. Must OA/RA1013=Photocontrol Shorting Cap ²⁸ puble Fused (208, 240 or 480V. Must Specify Voltage) Specify Voltage) OA/RA1015=NEMA 7-PIN Twistlock Photocontrol Receptacle DKV Surge Module PR=NEMA 3-PIN Twistlock Photocontrol Receptacle OA/RA1016=NEMA Photocontrol - Multi-Tap 1 Dytics Rotated 90° Left PR=NEMA 3-PIN Twistlock Photocontrol Receptacle ¹⁵ OA/RA1027=NEMA Photocontrol - 480V ²⁸ Optics Rotated 90° Right SPB1=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Ma1552=TAIeld House Side Shield R4. ⁴²⁷ K=Factory Installed Glare Shield, WH ^{4,27} SPB2=Dimming Occupancy Sensor with Bluetooth Interface, 8'-20' Mounting ^{19,33} SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-4 Mounting ^{19,33} SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-4 O'C High Ambient ¹² SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21'-4 SVPD4XX=WaveLinx Sensor for On/Off Operation ^{17,18,19} Ostatal of Nors ¹⁶ SVPD4XX=WaveLinx Sensor only, 15'-40' SWPD4XX=WaveLinx Sensor only, 15'-40' SWPD4XX=WaveLinx Sensor Only, 15'-40' Sp=After Hours Dim, 6 Hours ¹⁶ WOFXX=WaveLinx Sensor with Bluetooth, 15'-40' ^{13,12} WOFXX=WaveLinx Sensor only, 15'-40' ^{13,12} SWPD4XX=WaveLinx Sensor only, 15'-40' ^{13,12} Sp		Shorting Cap ²⁸ control - Multi-Tap 105-285V ²⁸ control - 47V ²⁸ control - 480V ²⁸ lule Replacement ack Box (Must Specify Color) use Side Shield ^{23,25} lack ^{4,25,27} Black uration Tool for Occupancy Se Jutdoor Control Module (7-pin less Sensor, 7' – 15' Mounting less Sensor, 15' – 40' Mountir	:nsor ¹⁷) ^{36, 29} Height ^{29, 30, 31, 32} Ig Height ^{29, 30, 31, 32}			

NOTES

- 1. DesignLight Consortium® Qualified. Refer to www.designlights.org, Qualified Products List under Family Models for details. 2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional information
- 3. Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
- 4. Not available with HA option.
- . 5. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.
- 6. Require the use of a step down transformer. Not available in combination with sensor options at 1200mA
- 7. 480V not to be used with ungrounded or impedance grounded systems.
- 8. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit <u>www.signify.com/duravolt</u> for more information. 9. Cannot be used with other control options.
- 10. Low voltage control leads extended 18" from fixture.
- 11. Not available in 1200mA. When used with CBP or HA options, only available with single light square 12. Not available in 1200mA, UPL or CBP options. Available with single light square.

13. Quick mount arm adapter is factory installed. Pole mounting bracket shipped in box. Suitable for 1.5G. Fits square and round poles up to 6" O.D.

- 14. Mast arm adapter factory installed (2-3/8" O.D. arm only). Suitable for 3G vibration.
- 15. Compatible with standard 3-PIN photocontrols, 5-PIN or 7-PIN ANSI controls
- 16. Requires the use of BPC photocontrol or the PR7 or PR photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
- 17. The FSIR-100 configuration tool is required to adjust parameters such as high and low modes, sensitivity, time delay and cutoff. Consult your lighting representative at Cooper Lighting Solutions for more information 18. Replace LXX with L08 (<8' mounting), L20 (8'-20' mounting) or L40W (21'-40' mounting.)

- 19. Includes integral photosensor 20. Enlighted wireless sensors are factory installed requiring network components in appropriate quantities 21. Bronze sensor is shipped with Bronze fixtures. White sensor shipped on all other housing color options 22. Not available with HSS or GRS options.
- 23. Not for use with 5NQ, 5MQ, 5WQ or RW optics. The light square trim plate is painted black when the HSS option is selected.
- 24. CE is not available with the 1200, DALI, LWR, MS, MS/DIM, BPC, PR or PR7 options. Available in 120-277V only. 25. One required for each light square. 26. Requires PR7.
- 27. Not for use with T4FT, T4W or SL4 optics

29. Cannot be used in conjunction with additional photocontrol or other controls systems (BPC, PR, PR7, MS, LWR). 30. WAC Gateway required to enable field-configurability: Order WAC-PoE and WPOE-120 (10V to PoE injector) power supply if needed.

- 31. Requires ZW or ZD receptacle
- 32. Replace XX with sensor color (WH, BZ, or BK).

33. Smart device with mobile application required to change system defaults. See controls section for details. 34. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to <u>DOMESTIC PREFERENCES</u> website for more information.

Components shipped separately may be separately analyzed under domestic preference requirements. 35. For BAA or TAA requirements, Accessories sold separately will be separately analyzed under domestic preference requirements Consult factory for further information.

36. Not available in 1 square configuration at 800mA or below. Not available with any control option except SPB 37. Cannot be used with PR7 or other motion response control options.

Product Specifications

Construction

- Driver enclosure thermally isolated from optics
- for optimal thermal performance
- Die-cast aluminum heat sinks
- IP66 rated housing
- 1 5G vibration rated

Optics

- Patented, high-efficiency injection-molded AccuLED Optics technology
- 13 optical distributions
- Dark Sky Approved (3000K CCT and warmer only)

Electrical

- LED driver assembly mounted for ease of maintenance
- Standard with 0-10V dimming
- Optional 10kV or 20kV surge module
- Suitable for operation in -40C to 40C ambient environments. Optional 50C high ambient (HA) configuration.

Mounting

- Gasketed and zinc plated rigid steel mounting attachment
- "Hook-N-Lock" mechanism for easy installation

Finish

- Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is powder coated black
- RAL and custom color matches available
- Coastal Construction (CC) option available

Typical Applications

Outdoor, Parking Lots, Walkways, Roadways, **Building Areas**

Warrantv

Five-year warranty



McGraw-Edison

GPC Galleon Pedestrian Companion

Optical Distributions







Specialized Distributions

 RW
 SLL
 SLR

 (Rectangular Wide Type I)
 (90° Spill Light Eliminator Left)
 (90° Spill Light Eliminator Right)





Optic Orientation





Optics Rotated Left @ 90° [L90]

Optics Rotated Right @ 90° [R90]

Energy and Performance Data

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

FADC Settings

FADC Position	Lumen Multiplier
1	25%
2	46%
3	55%
4	62%
5	72%
6	77%
7	82%
8	85%
9	90%
10	100%
	·

Lumen Maintenance

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)	
Up to 1A	Up to 50°C	> 95%	> 416,000	
1.2A	Up to 40°C	> 90%	> 205,000	





Energy and Performance Data

✓ View GPC Galleon Pedestrian IES files

Number of	Light Squares		1	l		2			
Drive Curre	ent	615mA	800mA	1050mA	1.2A	615mA	800mA	1050mA	1.2A
Nominal Po	ower (Watts)	34	44	59	67	66	86	113	129
Input Current @ 120V (A)		0.30	0.39	0.51	0.58	0.58	0.77	1.02	1.16
Input Curre	ent @ 208V (A)	0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63
Input Curre	ent @ 240V (A)	0.15	0.19	0.26	0.29	0.30	0.38	0.48	0.55
Input Curre	ent @ 277V (A)	0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48
Input Curre	ent @ 347V (A)	0.11	0.15	0.17	0.20	0.19	0.24	0.32	0.39
Input Curre	ent @ 480V (A)	0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.30
Optics	1	1							
	Lumens	4,883	5,989	7,412	8,131	9,543	11,703	14,485	15,891
Т2	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3
	Lumens per Watt	144	136	126	121	145	136	128	123
	Lumens	4,978	6,105	7,556	8,288	9,729	11,929	14,764	16,196
тз	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3
	Lumens per Watt	146	139	128	124	147	139	131	126
	Lumens	5,008	6,140	7,599	8,337	9,783	11,998	14,850	16,290
T4FT	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	147	140	129	124	148	140	131	126
	Lumens	4,942	6,060	7,502	8,229	9,658	11,843	14,658	16,080
T4W	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3
	Lumens per Watt	145	138	127	123	146	138	130	125
	Lumens	4,874	5,979	7,399	8,117	9,528	11,684	14,461	15,863
SL2	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B3-U0-G3
	Lumens per Watt	143	136	125	121	144	136	128	123
	Lumens	4,976	6,104	7,555	8,287	9,727	11,927	14,763	16,194
SL3	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	146	139	128	124	147	139	131	126
	Lumens	4,729	5,799	7,178	7,873	9,239	11,333	14,025	15,387
SL4	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4
	Lumens per Watt	139	132	122	118	140	132	124	119
	Lumens	5,134	6,296	7,793	8,547	10,033	12,303	15,226	16,704
5NQ	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2
	Lumens per Watt	151	143	132	128	152	143	135	129
	Lumens	5,228	6,412	7,935	8,705	10,216	12,529	15,508	17,011
5MQ	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	154	146	134	130	155	146	137	132
	Lumens	5,242	6,428	7,956	8,728	10,244	12,563	15,548	17,056
5WQ	BUG Rating	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	154	146	135	130	155	146	138	132
	Lumens	4,373	5,365	6,640	7,283	8,547	10,481	12,973	14,231
SLL/SLR	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	129	122	113	109	130	122	115	110
	Lumens	5,087	6,238	7,721	8,472	9,941	12,190	15,088	16,553
RW	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	150	142	131	126	151	142	134	128

* Nominal lumen data for 70 CRI. BUG rating for 4000K/5000K. Refer to IES files for 3000K BUG ratings.



3000K CCT, 80 CRI

Number of	Light Squares		1			2			
Drive Curre	nt	615mA	800mA	1050mA	1.2A	615mA	800mA	1050mA	1.2A
Nominal Po	ower (Watts)	34	44	59	67	66	86	113	129
Input Current @ 120V (A)		0.30	0.39	0.51	0.58	0.58	0.77	1.02	1.16
Input Curre	nt @ 208V (A)	0.17	0.22	0.29	0.33	0.34	0.44	0.56	0.63
Input Curre	nt @ 240V (A)	0.15	0.19	0.26	0.29	0.30	0.38	0.48	0.55
Input Curre	nt @ 277V (A)	0.14	0.17	0.23	0.25	0.28	0.36	0.42	0.48
Input Curre	nt @ 347V (A)	0.11	0.15	0.17	0.20	0.19	0.24	0.32	0.39
Input Curre	nt @ 480V (A)	0.08	0.11	0.14	0.15	0.15	0.18	0.24	0.30
Optics						•			
	Lumens	3,880	4,759	5,890	6,461	7,583	9,300	11,510	12,628
Т2	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3
	Lumens per Watt	114	108	100	96	115	108	102	98
	Lumens	3,956	4,851	6,004	6,586	7,731	9,479	11,732	12,870
тз	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
	Lumens per Watt	116	110	102	98	117	110	104	100
	Lumens	3,980	4,879	6,038	6,625	7,774	9,534	11,800	12,945
T4FT	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	117	111	102	99	118	111	104	100
	Lumens	3,927	4,816	5,961	6,539	7,675	9,411	11,648	12,778
T4W	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3
	Lumens per Watt	116	109	101	98	116	109	103	99
	Lumens	3,873	4,751	5,880	6,450	7,571	9,285	11,491	12,605
SL2	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	114	108	100	96	115	108	102	98
	Lumens	3,954	4,851	6,004	6,585	7,729	9,478	11,731	12,868
SL3	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	116	110	102	98	117	110	104	100
	Lumens	3,758	4,608	5,704	6,256	7,342	9,006	11,145	12,227
SL4	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3	B1-U0-G3
	Lumens per Watt	111	105	97	93	111	105	99	95
	Lumens	4,080	5,003	6,193	6,792	7,973	9,776	12,099	13,274
5NQ	BUG Rating	B2-U0-G0	B2-U0-G1	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2
	Lumens per Watt	120	114	105	101	121	114	107	103
	Lumens	4,154	5,095	6,305	6,917	8,118	9,956	12,323	13,518
5MQ	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	122	116	107	103	123	116	109	105
	Lumens	4,166	5,108	6,322	6,936	8,140	9,983	12,355	13,553
5WQ	BUG Rating	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	Lumens per Watt	123	116	107	104	123	116	109	105
	Lumens	3,475	4,263	5,276	5,787	6,792	8,329	10,309	11,309
SLL/SLR	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3
	Lumens per Watt	102	97	89	86	103	97	91	88
	Lumens	4,042	4,957	6,135	6,732	7,900	9,687	11,990	13,154
RW	BUG Rating	B2-U0-G1	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2
	Lumens per Watt	119	113	104	100	120	113	106	102

* Nominal lumen data for 70 CRI. BUG rating for 4000K/5000K. Refer to IES files for 3000K BUG ratings.



Control Options

0-100 This fixture is offered standard with 0-10 V dimming driver(s). The DIM option provides 0-10V dimming wire leads for use with a lighting control panel or other control and to the control.

Photocontrol (BPC, PR, and PR7) Optional button-type photocontrol (BPC) and photocontrol receptacles (PR and PR7) provide a flexible solution to enable "dusk-to-dawn" Iighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PR7 receptacle.

After Hours Dim (AHD) This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The disting profile for a simple, specify the desired dimming profile for a simple, specify the desired dimming profile for a simple, factory-shipped dimming solutions of the night. The protory-shipped dimming scheduled portions of the night. The distory-stread dimming profile for a simple, specify the desired dimming profile for a simple, specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

Dimming Occupancy Sensor (SPB, MS/DIM-LXX and MS-LXX) These sensors are factory installed in the luminaire housing. When the SPB or MS/DIM-LXX and MS-LXX) These sensors are factory installed in the luminaire housing. When the SPB or MS/DIM-LXX and MS-LXX sensor selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when factory factory and SPD or factory preset to a dimming driver and the entire luminaire dims when factory becared. When activity is detected, the duminative function is factory preset to a dimmine driver and the entire luminative factory preset to the luminative dims when factory preset to the luminative function. The SPD sensor is factory preset to dim down to approximately 5D percent power with a time delay of five minutes. The MS-LXX sensor change factory default dimming level, time delay, sensitivity and other parameters. Available for iOS and Android devices. The SPB sensor is factory preset to dim down to change factory default dimming level, time delay, sensitivity and other parameters. Available for iOS and Android devices. The SPB sensor is factory preset to dim down to approximately 5D percent down to device and the evolution of the parameters. Available for iOS and Android devices. The SPB sensor is factory preset to dim down to change factory default dimming level, time delay of five minutes. The MS/DIM occupancy sensors require the FSIR-100 programming tool to adjust factory defaults.





Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LM) The Enlighted control system is a connected lighting solution, combining LED luminaries with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes while collecting valuable data about building performance and use. Software applications utilizing energy dashboards maximize data inputs to help optimize the use of other resources beyond lighting.



WaveLinx Wireless Outdoor Lighting Control Module (WOLC-7P-1OA) The 7-pin wireless outdoor lighting control module enables WaveLinx to control outdoor area, site and WaveLinx Wireless Outdoor Lighting Control Module (WOLC-7P-1OA) The 7-pin wireless outdoor lighting control based an astronomic or time schedules to provide on a 7 aay week.



Cooper Lighting Solutions Peachtree City, CA 30269 P: 770-486-4800 www.cooperlighting.com

© 2022 Cooper Lighting Solutions All Rights Reserved. Specifications and dimensions subject to change without notice. Northern Credit Union Drive-thru Development

City of Watertown, Jefferson County, New York

Stormwater Report

August 9, 2022

Prepared For:

Northern Credit Union 120 Factory St. Watertown, NY 13601 315.782.0155

Prepared By:

Otisco Design, D.P.C. 4683 Manor Hill Dr. Syracuse, NY 13215 315.430.7754

Otisco Design No. 221010.00

Table of Contents

1.0	PRO	JECT INFORMATION 1
	1.1	Background Information
2.0	SYST	EM ENGINEERING 2
	2.1 2.2 2.3	Existing Conditions Developed Conditions Stormwater Quantity
3.0	CON	CLUSION

CONCLUSION

APPENDICES

Appendix A: Watershed Maps - Existing Watershed Map - Proposed Watershed Map Soils Information Appendix B: **Stormwater Calculations** - Stormwater Quantity Calculations

I. PROJECT INFORMATION

- Project Title: Northern Credit Union Drive-thru Development
- Project Address: 1841 State St., Watertown, NY 13601 (City of Watertown)
- Project Owner: Northern Credit Union
- Project Contact: Dorothy Wolff

1. BACKGROUND INFORMATION:

- 1. **Location:** The project site is located at 1851 State Street between Eastern Boulevard and Hunt Street in the City of Watertown - Jefferson County in the State of New York.
- 2. **Scope:** The project involves the construction of a new drive-thru ATM with associated asphalt circulation, site utilities, lighting and landscaping. The existing property is an undeveloped property consisting of a grass lawn.

Proposed stormwater management practices includes a small lawn basin used for temporary stormwater detention and infiltration.

3. **Existing Site:** The site is an undeveloped commercial property consisting of grass lawn.

The site drains to the east and northeast corner of the property via sheet drainage and shallow concentrated flow, where it continues as shallow concentrated flow at the back of adjacent properties.

There are no existing stormwater management practices.

- 4. **Proposed Site:** The proposed stormwater management approach utilizes temporary stormwater detention and infiltration to mitigate off-site discharges of stormwater runoff.
- 5. **Size:** The project will disturb approximately 0.73 acres.
- 6. **Site / Watershed Maps:** Refer to Appendix A for attached watershed mapping sheets.
- 7. Soils: The site consists of 33% of Galen fine sandy loam (GaB), 42% Udorthents (Ub) which are the hydrological soil group rating of A for soils with high infiltration rates and low runoff potential. 22% of the site is Minoa fine sandy loam (Mv), which is a Type B with moderate infiltration rates.

II. SYSTEM ENGINEERING

1. **EXISTING CONDITIONS:** see map in Appendix A, calculations in Appendix B.

A. Watershed 1 – 1.46 acres (Discharge To Northeast)

- a. CN Calculations

 1.14 acres lawn, type A, good condition = CN 39
 0.32 acres lawn, type B, good condition = CN 61
 Composite CN = 44
- b. TOC = 5.0 minutes
- 2. **DEVELOPED CONDITIONS:** see map in Appx. A, calculations in Appx. B.
 - A. Watershed 1A 0.67 acres (Captured Discharge To Northeast)
 a. CN Calculations
 0.30 acres pavement/roof = CN 98
 0.76 acres lawn, type A, good condition = CN 39
 Composite CN = 56
 b. TOC = 5.0 minutes
 - B. Watershed 1B 0.67 acres (Uncaptured Discharge To Northeast)
 - a. CN Calculations
 0.40 acres lawn, type A, good condition = CN 39
 Composite CN = 39
 - b. TOC = 5.0 minutes

3. STORMWATER QUANTITY

- 1. Methodologies:
 - a. Watershed modeling utilizing Soil Conservation Service TR-20 methodology was performed to evaluate runoff from existing and developed conditions using Hydraflow and Autodesk Civil 3D 2020. Due to the T.O.C. calculations being below 5-minutes, a 5-minute minimum T.O.C. was used for each subwatershed.
- 2. Calculations: Refer to Appendix B for summary stormwater calculations.

3. Mitigation:

- a. Post Watershed 1A: This watershed area achieves a reduction in runoff rates thru the use of detention/infiltration in a detention basin.
- b. Post Watershed 1B: Uncaptured lawn area at north end of property.

221010.00 / 08.02.22

c. See Table 1 & Table 2 for a comparison of pre and post development discharge rates.

Table 1: Pre-Developed Calculations (in cfs)

WATERSHED	Ş		т
	1-Year	10-Year	100-Year
Watershed 1	0.000	0.005	0.159

Table 2: Post-Developed Calculations (in cfs)

WATERSHED	STORM EVENT			
	1-Year	10-Year	100-Year	
Watershed 1 Treated	0.000	0.000	0.000	
Watershed 1B	0.000	0.000	0.004	
Watershed 1 Total	0.000	0.000	0.004	

III. CONCLUSION

The proposed stormwater management practices use temporary detention with infiltration. Stormwater runoff rates are not increased over existing conditions for all storm events up to the 100-year storm.

A conservative infiltration rate of 2.0"/hr. was used based on levels consistent with Type A soils.

The stormwater management plan allows for the maintenance of existing drainage patterns to the greatest extent feasible.

APPENDIX A

Watershed Maps

Soils Information







VOSN





Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Fu	Fluvaquents-Udifluvents complex, frequently flooded	A/D	0.0	2.1%
GaB	Galen fine sandy loam, 3 to 8 percent slopes	A/D	0.4	33.4%
Μv	Minoa fine sandy loam	B/D	0.3	22.4%
Ub	Udorthents,smoothed	A	0.6	42.1%
Totals for Area of Interest		1.3	100.0%	

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition Component Percent Cutoff: None Specified Tie-break Rule: Higher

APPENDIX B

Stormwater Calculations

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 1

Hydrograph type	= SCS Runoff	Peak discharge	= 0.000 cfs
Storm frequency	= 1 yrs	Time to peak	= n/a
Time interval	= 2 min	Hyd. volume	= 0 cuft
Drainage area	= 1.460 ac	Curve number	= 44*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 1.90 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(1.140 x 39) + (0.320 x 61)] / 1.460



1

Tuesday, 08 / 9 / 2022

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 2

Hydrograph type	= SCS Runoff	Peak discharge	= 0.002 cfs
Storm frequency	= 1 yrs	Time to peak	= 1440 min
Time interval	= 2 min	Hyd. volume	= 48 cuft
Drainage area	= 1.060 ac	Curve number	= 56*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 1.90 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.300 x 98) + (0.760 x 39)] / 1.060



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 3

Hydrograph type	= Reservoir	Peak discharge	= 0.000 cfs
Storm frequency	= 1 yrs	Time to peak	= n/a
Time interval	= 2 min	Hyd. volume	= 0 cuft
Inflow hyd. No.	= 2 - PR1A	Max. Elevation	= 511.03 ft
Reservoir name	= Basin1	Max. Storage	= 23 cuft

Storage Indication method used. Exfiltration extracted from Outflow.



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 4

Hydrograph type	= SCS Runoff	Peak discharge	= 0.000 cfs
Storm frequency	= 1 yrs	Time to peak	= n/a
Time interval	= 2 min	Hyd. volume	= 0 cuft
Drainage area	= 0.400 ac	Curve number	= 39*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 1.90 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.400 x 39)] / 0.400



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 5

PR-Total

Hydrograph type Storm frequency	= Combine = 1 vrs	Peak discharge Time to peak	= 0.000 cfs = n/a
Time interval	= 2 min	Hyd. volume	= 0 cuft
Inflow hyds.	= 3, 4	Contrib. drain. area	= 0.400 ac



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 1

Hydrograph type	= SCS Runoff	Peak discharge	= 0.005 cfs
Storm frequency	= 10 yrs	Time to peak	= 1068 min
Time interval	= 2 min	Hyd. volume	= 184 cuft
Drainage area	= 1.460 ac	Curve number	= 44*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 3.25 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(1.140 x 39) + (0.320 x 61)] / 1.460



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 2

Hydrograph type	= SCS Runoff	Peak discharge	= 0.315 cfs
Storm frequency	= 10 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 1,065 cuft
Drainage area	= 1.060 ac	Curve number	= 56*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 3.25 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.300 x 98) + (0.760 x 39)] / 1.060



Tuesday, 08 / 9 / 2022

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 3

PR1A-R

Hydrograph type	= Reservoir	Peak discharge	= 0.000 cfs
Storm frequency	= 10 yrs	Time to peak	= 774 min
Time interval	= 2 min	Hyd. volume	= 0 cuft
Inflow hyd. No.	= 2 - PR1A	Max. Elevation	= 511.45 ft
Reservoir name	= Basin1	Max. Storage	= 369 cuft

Storage Indication method used. Exfiltration extracted from Outflow.



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 4

Hydrograph type	= SCS Runoff	Peak discharge	= 0.000 cfs
Storm frequency	= 10 yrs	Time to peak	= 1440 min
Time interval	= 2 min	Hyd. volume	= 1 cuft
Drainage area	= 0.400 ac	Curve number	= 39*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 3.25 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.400 x 39)] / 0.400



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 5

PR-Total

Hydrograph type Storm frequency	= Combine = 10 vrs	Peak discharge Time to peak	= 0.000 cfs = 1440 min
Time interval	= 2 min	Hyd. volume	= 1 cuft
Inflow hyds.	= 3, 4	Contrib. drain. area	= 0.400 ac



10

Tuesday, 08 / 9 / 2022

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 1

Hydrograph type =	SCS Runoff	Peak discharge	= 0.159 cfs
Storm frequency =	= 100 yrs	Time to peak	= 720 min
Time interval =	= 2 min	Hyd. volume	= 1,232 cuft
Drainage area =	= 1.460 ac	Curve number	= 44*
Basin Slope =	= 0.0 %	Hydraulic length	= 0 ft
Tc method =	= User	Time of conc. (Tc)	= 5.00 min
Total precip. =	= 4.45 in	Distribution	= Type II
Storm duration =	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(1.140 x 39) + (0.320 x 61)] / 1.460



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 2

Hydrograph type	= SCS Runoff	Peak discharge	= 1.257 cfs
Storm frequency	= 100 yrs	Time to peak	= 718 min
Time interval	= 2 min	Hyd. volume	= 2,784 cuft
Drainage area	= 1.060 ac	Curve number	= 56*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 4.45 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.300 x 98) + (0.760 x 39)] / 1.060


Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 3

PR1A-R

Hydrograph type	= Reservoir	Peak discharge	= 0.000 cfs
Storm frequency	= 100 yrs	Time to peak	= 1504 min
Time interval	= 2 min	Hyd. volume	= 0 cuft
Inflow hyd. No.	= 2 - PR1A	Max. Elevation	= 512.25 ft
Reservoir name	= Basin1	Max. Storage	= 1,166 cuft

Storage Indication method used. Exfiltration extracted from Outflow.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 4

Hydrograph type	= SCS Runoff	Peak discharge	= 0.004 cfs
Storm frequency	= 100 yrs	Time to peak	= 806 min
Time interval	= 2 min	Hyd. volume	= 140 cuft
Drainage area	= 0.400 ac	Curve number	= 39*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 4.45 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.400 x 39)] / 0.400



14

Tuesday, 08 / 9 / 2022

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No. 5

PR-Total

Storm frequency= 100 yrsTime to peak= 806 minTime interval= 2 minHyd. volume= 140 cuftInflow hyds.= 3, 4Contrib. drain. area= 0.400 ac	Hydrograph type	= Combine	Peak discharge	= 0.004 cfs
	Storm frequency	= 100 yrs	Time to peak	= 806 min
	Time interval	= 2 min	Hyd. volume	= 140 cuft
	Inflow hyds.	= 3, 4	Contrib. drain. area	= 0.400 ac



15

Tuesday, 08 / 9 / 2022

Res. No. 10 & No. 11

September 13, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Sale of Real Properties Known as 526 and 528 Cooper Street to Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601

The City has received the attached offer of \$500 per parcel from Dawn and Jose Castellano for the purchase of 526 and 528 Cooper Street. They own 524 and 536 Cooper Street.



Resolutions authorizing the sale of the two parcels are attached for City Council consideration.

RESOLUTION

Page 1 of 2 Authorizing Sale of Real Property, Known as 526 Cooper Street to Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601 Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. Total

YEA	NAY

Introduced by _____

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 526 Cooper Street, approximately 22' x 200' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 02-02-115.000, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$500.00 submitted by Dawn and Jose Castellano, for the purchase of Parcel No. 02-02-115.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

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

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

RESOLUTION

RESOLUTION		YEA	NAY
Page 2 of 2	Council Member HICKEY, Patrick J.		
Authorizing Sale of Real Property,	Council Member OLNEY III, Clifford G.		
Known as 526 Cooper Street to Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601	Council Member PIERCE, Sarah V.C.		
	Council Member RUGGIERO, Lisa A.		
	Mayor SMITH, Jeffrey M.		
	Total		

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

James Mills

From:Clifford OlneySent:Wednesday, September 7, 2022 1:14 PMTo:Kenneth Mix; James Mills; City CouncilSubject:FW: 526 and 528 Cooper Street

Hi All,

Thanks, Cliff

Just received this email from the Castellano's and would like to know what we can do to help facilitate this, if it's at all possible. What is our procedure?

Sent from Mail for Windows

From: dinog7 Sent: Tuesday, September 6, 2022 9:57 PM To: Jeff Smith; Sarah Pierce; Patrick Hickey; Lisa Ruggiero; Clifford Olney Subject: 526 and 528 Cooper Street

Dear Sir or Ma'am:

My husband and I live at 536 Cooper St, Watertown, NY 13601 and we own the property; 524 Cooper St, Watertown, NY 13601. We are both veterans who, out of concern for our children growing up in a stable school environment, have laid down roots in Watertown. Now we've been here for over 10 years.

It has come to our attention that the City of Watertown now owns 526 and 528 Cooper Street. We would like to purchase said properties for \$500.00 apiece. Once purchased we would immediately clear the land and place a home on it. After that, we would move into that home and then begin renovation of the 536 Cooper Street property.

I believe this would be beneficial to the City of Watertown as well as to us. The City of Watertown would benefit by the increase of property income that this property would bring in, but also the increase that the renovation of 536 Cooper Street would bring in. Just the simple clearing of the trash and overgrown foliage would increase property income for the street. We already mow the land 40 feet from the street as well as snow blow a walkway in front of the property. We have tried to contact the owner to either purchase or have him clear the properties to no avail. We've even sent return receipt mail and received no response.

All we need is for you to approve the purchase of 526 and 528 Cooper Street to us. We look forward to your hopefully favorable response.

Sincerely,

Dawn and Jose Castellano 524 and 536 Cooper Street Watertown, NY 13601 (315)586-2061 (315)681-1993

RESOLUTION

Page 1 of 2 Authorizing Sale of Real Property, Known as 528 Cooper Street to Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601 Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. Total

YEA	NAY

Introduced by ____

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 528 Cooper Street, approximately 22' x 200' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 02-02-116.000, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$500.00 submitted by Dawn and Jose Castellano, for the purchase of Parcel No. 02-02-116.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

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

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

NAY

RESOLUTION

YEA Page 2 of 2 Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Authorizing Sale of Real Property, Known as 528 Cooper Street to Council Member PIERCE, Sarah V.C. Dawn and Jose Castellano, 536 Cooper Street, Watertown, New York 13601 Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. Total

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

Ordinance No. 1

September 15, 2022

To:	The Honorable Mayor and City Council
From:	James E. Mills, City Comptroller
Subject:	Bond Ordinance Amendment – Water Treatment Plant Soda Ash Dry Chemical System

Included in tonight's agenda was two resolutions to approve change orders for Ontario HVAC Solutions. If the resolutions were approved City Council needs to consider amending the bond ordinance to provide the additional funding for the project.

Engineering - Bernier Carr & Associates		
General Construction - Continental Construction	223,674	
Electrical – Scriba Electric - Change order #1	\$186,500 <u>556</u>	187,056
Plumbing – Ontario HVAC Solutions, Inc. - Change order #1 - Change order #2	\$142,900 8,842 (2,478)	149,264
Estimated bonding fees (approximately 1%)		6,500
Contingency for change orders		46,006
Total Bond Ordinance		<u>\$ 685,000</u>

Page 1 of 5

An Ordinance Amending the Ordinance Dated August 5, 2019, as Amended January 4, 2021, Authorizing the Issuance of \$575,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Watertown Treatment Plant Soda Ash Dry Chemical System, in and for Said City, To Increase the Maximum Cost Thereof and the Amount of the Bonds Authorized to \$685,000. Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building in Watertown, New York on September 19, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Jeffrey M. Smith, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by ______, who moved its adoption, seconded by ______, to wit:

BOND ORDINANCE DATED SEPTEMBER 19, 2022.

WHEREAS, by ordinance dated August 5, 2019, as amended January 4, 2021, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$575,000 bonds of said City to pay the cost of a Water Treatment Plant Soda Ash Dry Chemical System, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, a specific object or purpose, at an estimated maximum cost of \$575,000, in and for the City of Watertown, Jefferson County, New York; and

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid specific object or purpose from \$575,000 to \$685,000, an increase of \$110,000 over that previously authorized, and to authorize the issuance of bonds sufficient to pay said estimated maximum cost; NOW, THEREFORE,

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

ORDINANCE		YEA	NAY
Page 2 of 5	Council Member HICKEY, Patrick J.		
An Ordinance Amending the Ordinance	Council Member OLNEY III, Clifford G.		
Dated August 5, 2019, as Amended January	Council Member PIERCE, Sarah V.C.		
Bonds of the City of Watertown, Jefferson	Council Member RUGGIERO, Lisa A.		
County, New York, to Pay the Cost of a Watertown Treatment Plant Soda Ash Dry	Mayor SMITH, Jeffrey M.		
Chemical System, in and for Said City, To	Total		
Amount of the Bonds Authorized to \$685.000.			

The title and Sections 1 and 2 of the ordinance of this Council dated and Section A. duly adopted August 5, 2019, as amended January 4, 2021, authorizing the issuance of \$575,000 bonds to pay the cost of a Water Treatment Plant Soda Ash Dry Chemical System, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, a specific object or purpose, at an estimated maximum cost of \$575,000, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

"AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$685,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF A WATER TREATMENT PLANT SODA ASH DRY CHEMICAL SYSTEM, IN AND FOR SAID CITY."

. . . .

For the specific object or purpose of paying the cost of a Water Treatment "Section 1. Plant Soda Ash Dry Chemical System, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$685,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$685,000 and that the plan for the financing thereof is by the issuance of the \$685,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor."

The validity of such bonds and bond anticipation notes may be contested Section B. only if:

- (1)Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- The provisions of law which should be complied with at the date of (2)publication of this ordinance are not substantially complied with, and an

ORDINANCE		YEA	NAY
Page 3 of 5	Council Member HICKEY, Patrick J.		
An Ordinance Amending the Ordinance	Council Member OLNEY III, Clifford G.		
Dated August 5, 2019, as Amended January 4, 2021, Authorizing the Issuance of \$575,000	Council Member PIERCE, Sarah V.C.		
Bonds of the City of Watertown, Jefferson	Council Member RUGGIERO, Lisa A.		
County, New York, to Pay the Cost of a Watertown Treatment Plant Soda Ash Dry	Mayor SMITH, Jeffrey M.		
Chemical System, in and for Said City, To	Total		
Increase the Maximum Cost Thereof and the Amount of the Bonds Authorized to \$685,000.			

action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

This ordinance is effective immediately. Section D.

Unanimous consent moved by _____

_____, with all voting "AYE".

_____, seconded by

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

Council Member Patrick J. Hickey	VOTING	
Council Member Clifford G. Olney III	VOTING	
Council Member Sarah V.C. Pierce	VOTING	
Council Member Lisa A. Ruggiero	VOTING	
Mayor Jeffrey M. Smith	VOTING	

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

September ____, 2022.

Mayor

Page 4 of 5

An Ordinance Amending the Ordinance Dated August 5, 2019, as Amended January 4, 2021, Authorizing the Issuance of \$575,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of a Watertown Treatment Plant Soda Ash Dry Chemical System, in and for Said City, To Increase the Maximum Cost Thereof and the Amount of the Bonds Authorized to \$685,000.

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

Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. Council Member PIERCE, Sarah V.C. Council Member RUGGIERO, Lisa A. Mayor SMITH, Jeffrey M. Т

YEA	NAY

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on August 1, 2022, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media Date given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

YEA NAY Page 5 of 5 Council Member HICKEY, Patrick J. Council Member OLNEY III, Clifford G. An Ordinance Amending the Ordinance Dated August 5, 2019, as Amended January Council Member PIERCE, Sarah V.C. 4, 2021, Authorizing the Issuance of \$575,000 Bonds of the City of Watertown, Jefferson Council Member RUGGIERO, Lisa A. County, New York, to Pay the Cost of a Mayor SMITH, Jeffrey M. Watertown Treatment Plant Soda Ash Dry Chemical System, in and for Said City, To Total Increase the Maximum Cost Thereof and the Amount of the Bonds Authorized to \$685,000.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on September _____, 2022.

City Clerk (CORPORATE SEAL)

Seconded by _____

Public Hearing – 7:15 p.m.

September 12, 2022

То:	The Honorable Mayor and City Council
From:	Michael A. Lumbis, Planning and Community Development Director
Subject:	Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The public hearing scheduled for September 19, 2022, at 7:15 p.m. coincides with the City submitting its Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). The CAPER serves as the year-end summary report of the CDBG activities that the City undertook during the most recent program year, which was July 1, 2021, through June 30, 2022. The public hearing is being held to give the public the opportunity to comment on the CAPER and the City's annual performance.

Some of the City's accomplishments during the 2021 Program Year included completing work on the construction of sidewalks in the 300 Block of Tilden Street and along Grant Street from Main Street East to Henry Street. The North Side ADA Accessible Ramp Construction Project Phase 2 also began with the construction of seven new ADA sidewalk ramps.

During the 2021 Program Year, the City also made significant progress on our various housing rehabilitation programs and the homebuyer program. Over the course of the year, Neighbors of Watertown, the City's housing rehab subrecipient, rehabilitated two (2) rental units using funding appropriated in previous program years. They also completed the rehabilitation of nine (9) owner occupied units and assisted four (4) homebuyers in purchasing homes.

The City assisted the Points North Housing Coalition (PNHC) with implementing the Point-In-Time Count Outreach and Education Initiative and completed the Fair Housing Education Project. The Fair Housing Project included Fair Housing training sessions geared toward tenants as well as landlords and service providers. The project, completed by CNY Fair Housing, also included a small marketing campaign and investigation of complaints of discrimination related to Fair Housing. The City also supported the Watertown City School District's Food for Families Program by providing a grant to purchase food from the Central New York Food Bank that provided under-resourced children and their families with a backpack full of food for the weekend. The CDBG grant provided for the purchase of enough food to fill approximately 866 backpacks and feed 22 families per week for approximately 40 weeks.

Using CDBG Coronavirus (CDBG-CV) funding that the City received from HUD, Staff continued to work with four local food pantries to implement the food pantry programs that were established by the City Council. A total of approximately \$90,000 was expended in PY 2021 on the various food pantry projects.

A total of \$410,000 in CDBG-CV funding was deployed to local businesses during the program year through the Small Business Emergency Relief Program. The program assisted locally owned businesses that demonstrated hardships and revenue loss as a result of the Coronavirus Pandemic and helped to retain jobs. Staff worked with the Watertown Local Development Corporation to review and approve applications and then developed Grantee Commitment Agreements for 41 businesses that were approved, verified employment and payroll data and processed payments for each business.

The Anchor Recovery Center Frontline Employment Partnership Program also began in PY 2021. The program is a collaboration between the Anchor Recovery Center of Northern New York, The Workplace - Jefferson County, and the Community Action Planning Council of Jefferson County. The grant funding allowed for the establishment of a front-line case management position at the Anchor Recovery Center to bridge individuals to the services offered by all three agencies, connect the individuals to employment, and case manage them to successful and sustained employment.

On September 2, 2022, a draft of our Program Year 2021 CAPER was completed and made available for public viewing at the City's Planning and Community Development Department, the City Clerk's Office, the Flower Memorial Library and at the offices of the Watertown Housing Authority. It was also published on the City's website and can be viewed with the following link: <u>https://www.watertown-ny.gov/CDBGPublicCommentOpportunities</u>

Attached for your review is a copy of the narrative portion of the CAPER that describes the various accomplishments in more detail.

A legal notice announcing the availability of the draft CAPER and the date and time of the public hearing was published in the *Watertown Daily Times* on September 1, 2022. Following the public hearing, Staff will incorporate any public comments that are received into the CAPER and will submit it to HUD prior to the September 28, 2022, deadline.

September 12, 2022

To:	The Honorable Mayor and City Council
From:	Jennifer L. Voss, Senior Planner
Subject:	Restore NY Grant Application Public Hearing – 75-79 Public Square

At its August 15, 2022 meeting, the City Council selected 75-79 Public Square as the project for which the City would apply for Restore NY grant funding through Empire State Development (ESD) on behalf of the property owners. On August 8, 2022, the City submitted the Intent to Apply for the project which has been accepted by ESD. The final application is due on October 11, 2022. If awarded, this grant would assist the property owner in transforming blighted, vacant properties in the center of Public Square into a three story above ground and one story below mixed- use building. The new development would accommodate uses for commercial space for restaurants, breweries, or pubs as well as professional office space.

As the official applicant, the City's responsibilities prior to submitting the application include passing a resolution finding that the proposed project is consistent with the municipality's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create, and sustain employment opportunities where applicable. Staff will prepare a resolution for the Council's consideration at the October 3, 2022 meeting.

The City Council must also hold a public hearing to allow public comments, either for or against the proposed project. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, October 3, 2022 to hear public comments on the RESTORE NY grant application for 75-79 Public Square.

September 12, 2022

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Restore NY Grant Application Public Hearing – 302 Court Street- Special Project

At its August 15, 2022 meeting, the City Council selected 302 Court Street as the project for which the City would apply for Restore NY grant funding as a special project through Empire State Development (ESD) on behalf of the property owners. On August 8, 2022, the City submitted the Intent to Apply for the special project which has been accepted by ESD. The final application is due on October 11, 2022. If awarded, this grant would assist the property owner in transforming the vacant and abandoned Globe Building into 13-14 market rate apartments and commercial/retail space.

As the official applicant, the City's responsibilities prior to submitting the application include passing a resolution finding that the proposed project is consistent with the municipality's local revitalization or urban development plan; that the proposed financing is appropriate for the specific project; that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create, and sustain employment opportunities where applicable. Staff will prepare a resolution for the Council's consideration at the October 3, 2022 meeting.

The City Council must also hold a public hearing to allow public comments, either for or against the proposed project. Staff recommends that City Council schedule a public hearing for 7:15 p.m. on Monday, October 3, 2022 to hear public comments on the RESTORE NY grant application for 302 Court Street Special Project.

September 13, 2022

Power

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – August 2022

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last August, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$454,695 or 74.28%. In comparison to the budget projection for the month, revenue was down \$4,157 or 2.57%. The year-to-date actual revenue is down \$962,716 or 74.88%, while the year-to-date revenue on a budget basis is down \$148,614 or 31.52%.

						<u>%</u>
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>		Inc/(Dec)to
	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>Variance</u>	Prior Year
July	\$ 265,466	\$ 1,937	\$ 673,456	\$ 165,456	(\$ 508,021)	(75.43%)
August	\$ 13,330	\$ 1,819	\$ 612,155	\$ 157,460	(\$ 454,695)	(74.28%)
September	\$ 125,102	\$ 1,164	\$ 307,692			
October	\$ 222,218	\$ 117,331	\$ 523,734			
November	\$ 554,930	\$ 410,218	\$ 731,273			
December	\$ 406,126	\$ 366,126	\$ 702,586			
January	\$ 416,391	\$ 255,650	\$ 293,374			
February	\$ 217,222	\$ 175,736	\$ 246,124			
March	\$ 745,936	\$ 449,166	\$ 661,611			
April	\$ 752,511	\$ 669,698	\$ 897,945			
May	\$ 383,085	\$ 433,690	\$ 539,059			
June	<u>\$ 53,641</u>	<u>\$ 85,233</u>	<u>\$ 418,974</u>			
YTD	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$6,604,983</u>	<u>\$ 322,895</u>	<u>(\$ 962,716)</u>	<u>(74.88%)</u>

					Purchased
	<u>Original</u>				<u>from</u>
	Budget	Actual			<u>National</u>
	<u>2022-23</u>	<u>2022-23</u>	Variance	<u>%</u>	Grid
July	\$ 309,892	\$ 165,456	(\$ 144,457)	(46.62%)	\$ 25,655
August	\$ 161,617	\$ 157,460	(\$ 4,157)	(2.57%)	\$ 22,790
September	\$ 154,566				
October	\$ 386,125				
November	\$ 590,227				
December	\$ 468,929				
January	\$ 339,180				
February	\$ 274,525				
March	\$ 517,044				
April	\$ 790,853				
May	\$ 633,501				
June	\$ 325,541				
YTD	<u>\$4,952,000</u>	<u>\$ 322,895</u>	<u>(\$ 148,614)</u>	<u>(31.52%)</u>	<u>\$ 48,445</u>

To:The Honorable Mayor and City CouncilFrom:James E. Mills, City Comptroller

Subject: Sales Tax Revenue – August 2022

Sales tax revenue was up \$119,676 or 6.34% compared to last August. In comparison to the original budget projection for the month, sales tax was up \$81,900 or 4.25%. The year-to-date actual receipts are up \$206,200 or 5.37%, while the year-to-date receipts on a budget basis are up \$129,448 or 3.31%.

The State is withholding \$482,925 of County sales tax to fund a fiscally distressed health facilities fund which in turn lowers the City's sales tax revenue by **\$115,900**. The State will intercept a portion of the County's sales tax for the May, August, November and January distributions of \$120,731 each quarter (City share is \$28,975).

	Actual 2019-20	Actual 2020-21	Actual 2021-22	Actual 2022-23	Variance	<u>Monthly %</u> Inc/(Dec)to Prior Year	Quarterly % Inc/(Dec)to Prior Year
July	\$ 1,763,856	\$ 1,493,210	\$ 1,948,809	\$ 2,035,333	\$ 86,524	4.44%	
August	\$ 1,763,893	\$ 1,515,827	\$ 1,888,806	\$ 2,008,482	\$ 119,676	6.34%	
September	\$ 2,129,882	\$ 2,783,423	\$ 2,725,797				
October	\$ 1,499,868	\$ 1,488,167	\$ 1,678,723				
November	\$ 1,410,364	\$ 1,331,668	\$ 1,643,509				
December	\$ 1,868,004	\$ 2,493,688	\$ 2,374,453				
January	\$ 1,436,294	\$ 1,290,702	\$ 1,649,030				
February	\$ 1,203,572	\$ 1,181,566	\$ 1,429,187				
March	\$ 1,750,746	\$ 2,284,533	\$ 2,253,672				
April	\$ 988,797	\$ 1,566,858	\$ 2,064,386				
May	\$ 925,025	\$ 1,626,958	\$ 2,023,137				
June	\$ 2,258,456	\$ 3,144,514	<u>\$ 1,949,070</u>				
YTD	<u>\$ 18,998,780</u>	\$ 22,201,114	\$23,628,579	<u>\$ 4,043,815</u>	\$ 206,200	<u>5.37%</u>	
			Original Declarat				
			<u>2022-23</u>	Actual 2021-22	Variance	<u>%</u>	<u>%</u>
July			\$ 1,987,785	\$ 2,035,333	\$ 47,548	2.39%	
August			\$ 1,926,582	\$ 2,008,482	\$ 81,900	4.25%	
September			\$ 2,780,313				
October			\$ 1,712,297				
November			\$ 1,796,461				
December			\$ 2,421,942				
January			\$ 1,682,011				
February			\$ 1,457,771				
March			\$ 2,298,745				
April			\$ 1,630,159				
May			\$ 1,808,891				
June			<u>\$ 3,273,043</u>				
YTD			<u>\$ 24,776,000</u>	\$ 4,043,815	<u>\$ 129,448</u>	<u>3.31%</u>	