

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 20, 2015, 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

PRESENTATION

The North Country Honors the Mountain

- Col. Mike Plummer
- Gilbert H. Pearsall, Jr., Committee Chairman
- Edward G. Olley, Jr., GYMO

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Employment Agreement Between the City of Watertown and Ann Marie Saunders, City Clerk
- Resolution No. 2 - Accepting Bid for Truck Rental Services, T.J. Clement Construction Company, Inc.
- Resolution No. 3 - Approving the Site Plan for the Construction of a 5,896 Square Foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel 14-26-102.100
- Resolution No. 4 - Finding That the Gaffney Drive Sidewalk and Tree Planting Project Will Not Have a Significant Impact on the Environment
- Resolution No. 5 - Authorizing Application for NY Works II Environmental Restoration Projects Funding for Sewall's Island

Resolution No. 6 - Authorizing the Sale of Surplus Bleachers

Resolution No. 7 - Approving Construction Phase Services Agreement with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

ORDINANCES

Ordinance No. 1 - Changing the Approved Zoning Classification of 535 Olive Street, Parcel 6-04-103, from Residence B to Commercial

LOCAL LAW

Local Law No. 1 of 2015 - A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Public Hearings for 2015-16 Operating Budgets and 2015-16 through 2019-20 Capital Budget
2. Sales Tax Revenue – March 2015

NEW BUSINESS

EXECUTIVE SESSION

Collective Bargaining

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 4, 2015.

The North Country Honors the Mountain



**Presentation to the
Watertown City Council
April 20, 2015**

www.honorthemountain.com



Agenda



www.honorthemountain.com

- Mission
- Committee
- Monument Design, Location and Site Development
- Community Briefings
- Funding
- Marketing
- The Road Forward
- Discussion/Questions





Mission



www.honorthemountain.com

To organize, plan and execute Operation “The North Country Honors the Mountain”:

Goal 1: Honor the service and sacrifice of the Soldiers of the 10th Mtn Div and their Family Members and civilians employees at Ft Drum.

Goal 2: Celebrate the 30th anniversary of the re-activation of the 10th Mtn Div (LI) at Ft Drum (Feb 13, 1985).

Goal 3: Commemorate the 70th Anniversary of US Forces Victory in Italy, Europe and Japan and the Second World War.



Goal 4: Showcase our community’s support for Soldiers and their Family Members at the National, State and local level.



4/14/2015

Honoring the Sacrifice and Service of the 10th Mountain Division Soldiers, Family Members and Fort Drum Civilian Workforce



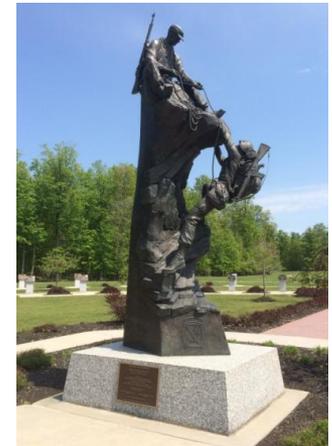
Committee



www.honorthemountain.com

A group of dedicated and passionate North Country citizens form the “North Country Honors the Mountain” committee to plan, coordinate and build this monument:

POCs	Contribution
Keith Caughlin	Legal
Mary Corriveau	City Management
Beth Fipps	Fund Raising
Judy Gentner	Civil Military Relations
Ann McCann	Protocol
Gil Pearsall (Chair)	Management of “Mega Events”
Lynn Pietroski	Chamber of Commerce
Mike Plummer	Strategic Planning
Peter Whitmore	Public Relations and Marketing



I ♥ DRUM



Monument Design



www.honorthemountain.com

- Sculptor: Susan Grant Raymond : 1991 “Military Mountaineers” and 2013 “Fallen Warrior” monuments (Boulder, CO).
- Site Engineer: GYMO Architecture, Engineering & Land Surveying, P.C. (Watertown). 
- Center-piece four slab monument with three bronze relief plaques as follows:
 1. 10th Mtn Div in WWII (Camp Hale and Italy)(1943-1945);
 2. 10th Mtn Div re-activation, train up to readiness and contingency operations... Hurricane Andrew, Somalia, Haiti, Kosovo and Bosnia (1985-2001);
 3. 10th Mtn Div Operations Iraqi and Enduring Freedom (2001-present).
- 4th slab etched with 10th Mt. Div. patch (for possibly a plaque celebrating the 50th anniversary of the re-activation of the division).
- Time capsule: City of Watertown, Fort Drum, Jefferson, Lewis and St Lawrence counties.

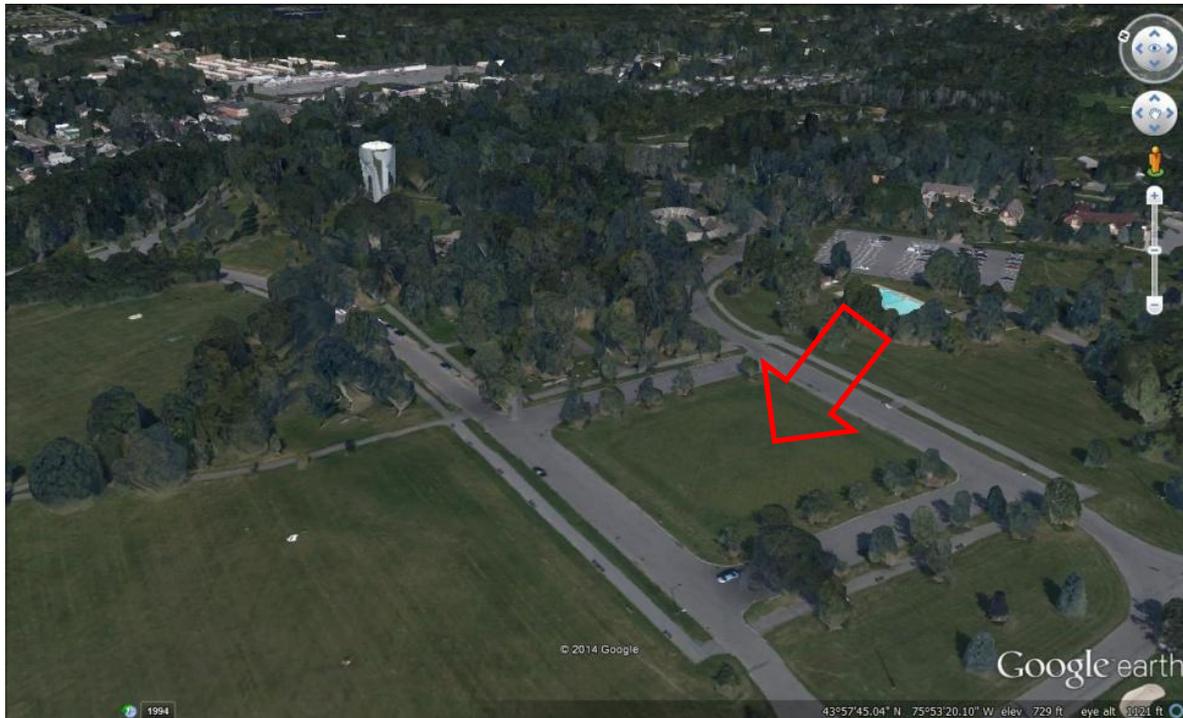


Monument Location



www.honorthemountain.com

Tower Square, Thompson Park, Watertown

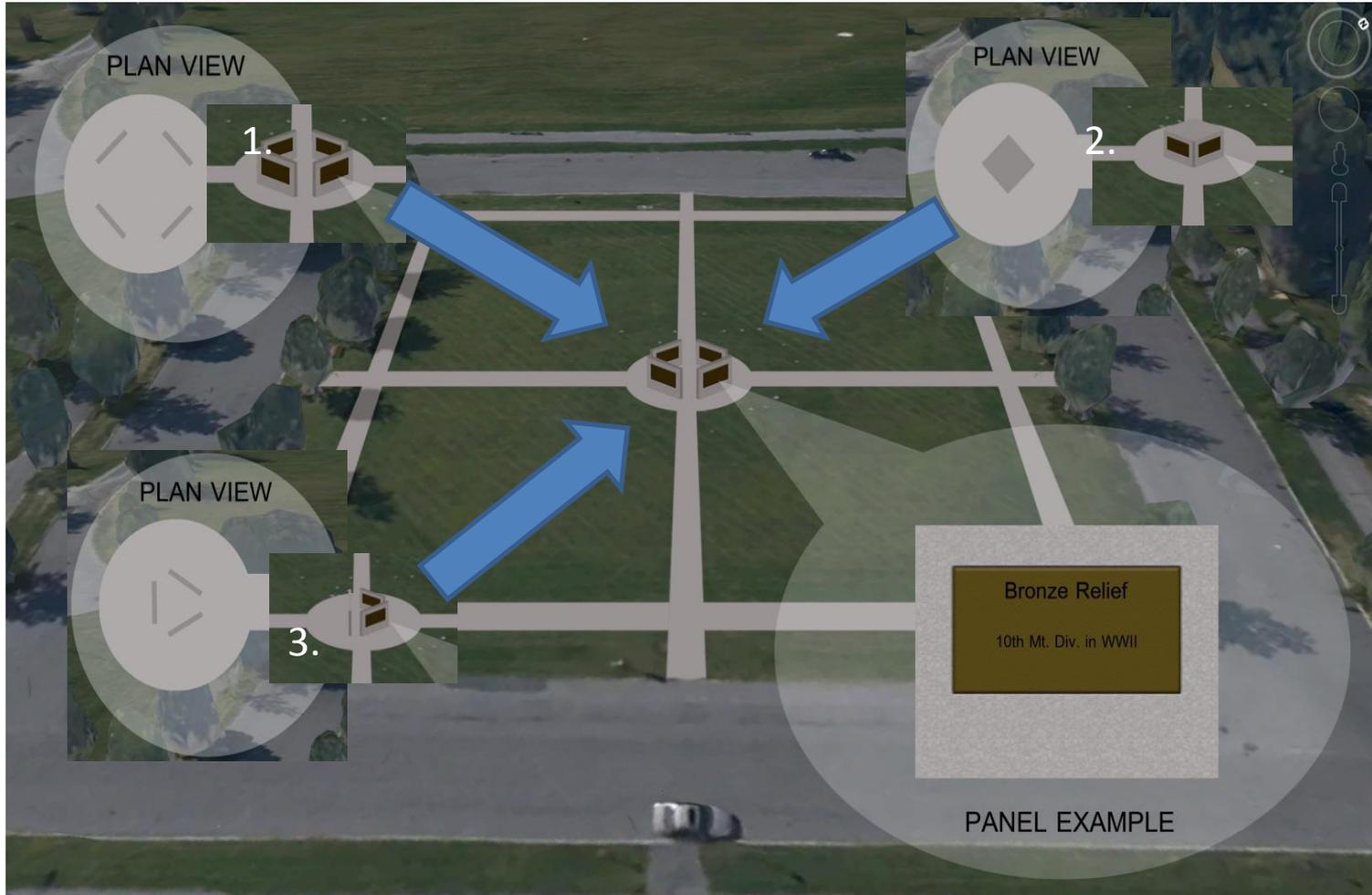




Initial Site Development and Monument Plan



www.honorthemountain.com





Current Site Development and Monument Plan



www.honorthemountain.com



- Excellent support from City staff.
- Fully integrated into Fred Garry's "Friends of the Park" initiative.
- Intent is to make Tower Square the center-piece for Thompson Park.

4/14/2015

Honoring the Sacrifice and Service of the 10th Mountain Division Soldiers, Family Members and Fort Drum Civilian Workforce



Community Briefings



www.honorthemountain.com



Organization	Initial	Follow-Up
Wtn Elks 496	Nov 3, 2014	TBD
Wtn Noon Rotary	Nov 5, 2014	TBD
NNYCF	Nov 5, 2014	Mar 10, 2015
Wtn VFW Post 1400	Nov 6, 2014	TBD
FDRLO	Nov 7, 2014	TBD
Wtn Lions International	Dec 9, 2014	TBD
NNY-Ft Drum Chapter AUSA	Dec 17, 2014	TBD
Wtn Evening Rotary	Jan 6, 2015	TBD
Wtn American Legion Post 61	Jan 20, 2015	TBD
Wtn IACA	Mar 25, 2015	TBD



Northern New York
Community Foundation





Funding Plan



www.honorthemountain.com

• Our goal is to raise \$400,000 to complete this project.

• Donor categories:

- Leadership: \$50,000+
- Premier: \$25,000 - \$49,999
- Presenting: \$10,000 - \$24,999
- Gold: \$5,000 - \$9,999
- Silver: \$2,500 - \$4,999
- Bronze: \$1,000 - \$2,4999
- Honorary: \$500 - \$999

Some of our major supporters so far:



Mr. and Mrs. Patrick Donegan



NORSTAR

Mr. and Mrs. Thomas Walker



T.F. Wright Foundation



Car-Fresheners Corporation
The Global Leader in Automotive Air Fresheners

• Recognition on monument (permanent and prominent), in media and advertising, websites, signage, unveiling, etc.

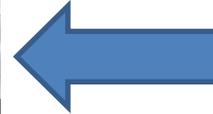
• Currently over 1/3 raised towards goal.



Marketing



www.honorthemountain.com



www.honorthemountain.com

<https://www.facebook.com/pages/North-Country-Honors-the-Mountain/1536199179962585>



4/14/2015

Honoring the Sacrifice and Service of the 10th Mountain Division Soldiers, Family Members and Fort Drum Civilian Workforce

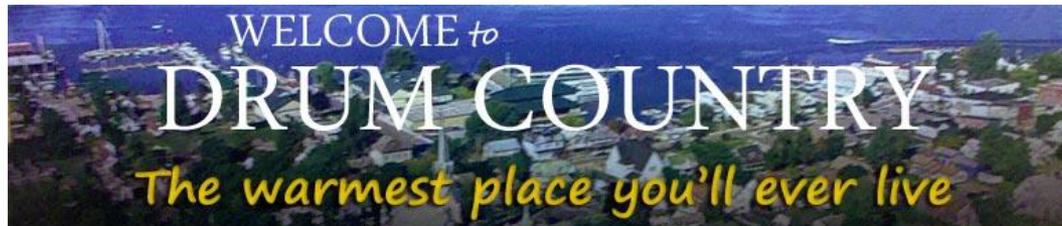


The Road Forward



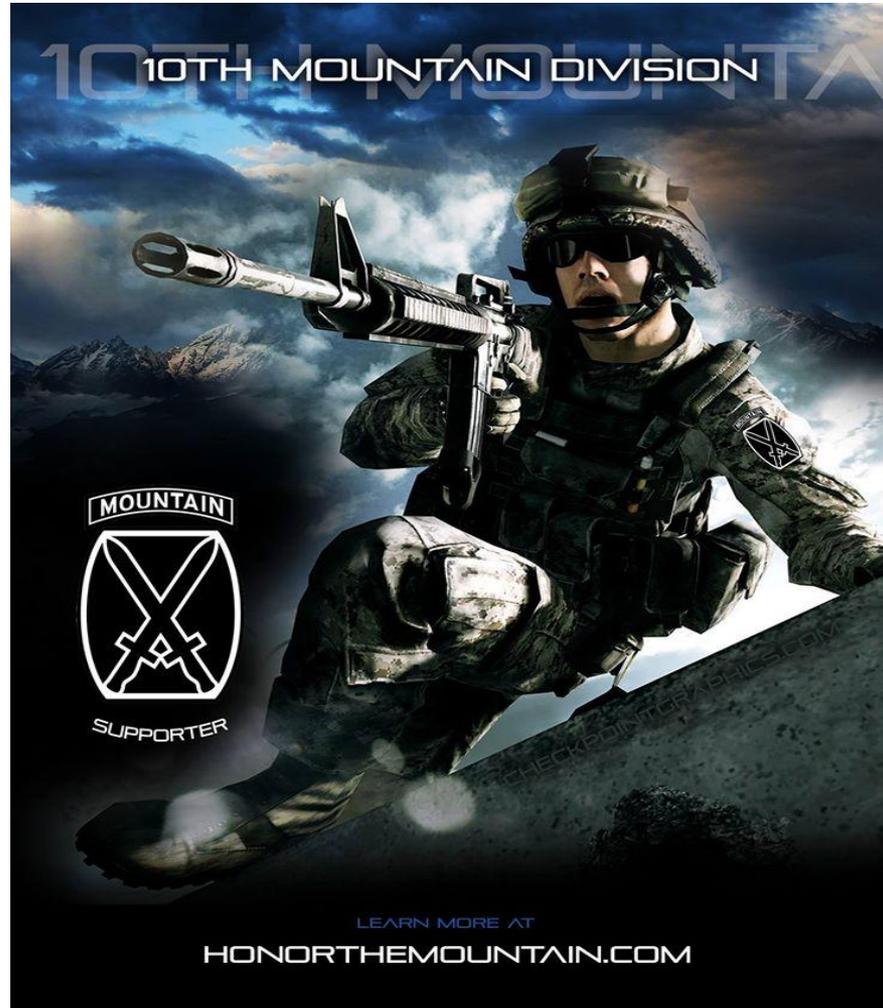
www.honorthemountain.com

- Continue Fund Raising.
- Implement public relation/marketing plan (taking advantage of NNYCF matching grant and momentum from Ft Drum Rally).
- Follow-up community input.
- Continue integration with Fred Garry's "Friends of the Park" initiative.
- Begin construction in Tower Square this summer (after July Fireworks in the Park).
- Begin time capsule coordination.
- Unveiling July 2016 (Fireworks in the Park).





www.honorthemountain.com



Discussion/Questions

Res No. 1

April 9, 2015

To: Members of City Council

From: Jeffrey E. Graham, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and
Ann M. Saunders, City Clerk

Attached is the proposed Employment Agreement with City Clerk,
Ann M. Saunders, with the changes we discussed.

Also attached is a resolution for Council consideration.

April 20, 2015

RESOLUTION

Page 1 of 1

Approving Employment Agreement Between the City of Watertown and Ann Marie Saunders, City Clerk

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the Charter of the City of Watertown details the Power and Duties of the Watertown City Council, and

WHEREAS in accordance with §20, Paragraph 5, the Council has a duty to enter into a contract with an appointed City Clerk for a period of time, which may, by reason of its duration, bind a future Council to its terms. However, in no event shall any Council enter into any one contract with an appointed City Clerk for a period exceeding two years,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employment Agreement between the City of Watertown and Ann Marie Saunders, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Watertown.

Seconded by

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of April 2015, by and between the City of Watertown, New York, a municipal corporation having offices at 245 Washington Street, Watertown, New York 13601, hereinafter called "Employer" or "City Council," and Ann Marie Saunders, an individual residing at 212 Green Street, Watertown, New York 13601, hereinafter called "Employee" or "City Clerk."

WITNESSETH

WHEREAS Employer desires to employ the services of Employee as City Clerk of the City of Watertown, as provided for in the Charter of the City of Watertown; and

WHEREAS Employee desires to be employed as City Clerk of the City of Watertown; and

WHEREAS it is the desire of both parties to describe certain Employee benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's service at such time that the City Council may desire,

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Power and Duties of the City Clerk

The City Council hereby agrees to employ Employee as City Clerk of the City of Watertown to perform the functions and duties specified in the City of Watertown Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term

- A. The term of this Agreement shall be from May 1, 2015 through April 30, 2017.
- B. The City Clerk serves at the pleasure of the City Council and nothing herein shall be taken or construed to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Clerk at any time, subject only to the provisions of Section 3 of this Agreement, when effective.

- C. In the event Employee determines to voluntarily resign as City Clerk before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days of advance notice unless the parties agree otherwise.

Section 3. Early Termination and Severance Pay

- A. In the event employment of the City Clerk is terminated other than for just cause (as defined in Section 3(D)), and prior to the expiration of the term of this Agreement, the City Council agrees to pay Employee three months' salary, on a biweekly basis, as a severance. The City will, during the severance payment period, provide continuing medical insurance on the same terms as described in Section 6. Employee shall, upon such termination, also be compensated in a lump sum for all earned vacation calculated at the rate of pay in effect upon termination, less appropriate withholdings.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Clerk's Agreement shall not be deemed a termination entitling the City Clerk to severance pay if the City Council shall notify the City Clerk, in writing, by February 1st of the year requiring renewal, that the Agreement shall not be renewed. If the City Council does not inform the City Clerk by February 1st of the year requiring renewal that the Agreement will not be renewed, then any subsequent failure to renew shall entitle the City Clerk to the Severance Pay called for in Section 3(A).
- C. In the event City Council at any time reduces the salary, compensation, or other benefits of the City Clerk in an amount greater than an applicable across-the-board reduction for all employees of the City, or the City Clerk resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Clerk may at her option be deemed terminated, and entitled to the benefits as provided in Section 3(A). However, prior to a "deemed" termination, the City Clerk must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to "cure" any claimed termination.
- D. In the event the City Clerk is terminated for "just cause," the Employer's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just case" is defined as the commission of a crime or other action involving dishonesty or moral turpitude.
- E. Contemporaneously with the delivery of all of the severance pay set forth at Section 3(A) above, the City Clerk shall execute and deliver to Employer a release, releasing Employer from all claims that City Clerk may have against Employer relating to the termination of employment.
- F. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

Section 4. Salary

For the term of this Agreement, Employer agrees to pay Employee for her services as City Clerk an annual gross salary of \$62,000.00, payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement and Deferred Compensation Benefits

- A. The City Clerk shall be covered by the same retirement system as all other non-public safety employees (New York State Employee Retirement System), and will enter the system as a Tier 5 employee.
- B. The City Clerk shall have the option of converting up to 3 sick days and 3 vacation days, per fiscal year, into dollars to be contributed to the Employee's Section 457 deferred compensation plan.
- C. The City Clerk shall have the right to continue health insurance into retirement with the continuing contribution of total premium established at Section 6 of this Agreement.

Section 6. Health Insurance

The Employee shall be covered by the same health plan as all other employees. If Employee elects family healthcare coverage, Employee shall contribute 19% of the total premium for said plan. If Employee elects single healthcare coverage, Employee shall contribute 25% of the total premium for said plan. Deductions for the cost of the premium contribution for the coverage elected by Employee shall be withheld from Employee's installments of salary. Employee shall be permitted to participate in the City's Section 125 Plan.

Section 7. Other Benefits

- A. Vacation: Employee shall earn twenty (20) days vacation per year, to be scheduled with consideration of other employees' requests. Employee may, at her option, carry over not more than ten (10) days of vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year.
- B. Sick Leave: Employee's accrual of sick leave shall be at the rate of one (1) day per month. Accrued sick leave is not paid out in cash upon termination of employment for any reason.
- C. Holidays: The City of Watertown observes the following holidays:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas.

When a holiday falls on a Saturday, Employee shall be given time off on the preceding Friday. When a holiday falls on a Sunday, Employee shall be given time off on the following Monday.

- D. Bereavement: The City of Watertown agrees to provide up to three (3) days of bereavement leave per death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law, stepson, stepdaughter.
- E. Maternity Leave: Employee shall be entitled to the same maternity leave benefits which are provided by the City to City Management and Management Confidential employees.

Section 8. Professional Development

Employer agrees to budget for and to pay for professional dues, subscriptions, travel and subsistence expenses of the City Clerk for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International Institute of Municipal Clerks and its dues, New York State Association of City and Village Clerks conference and its dues, and the New York State Association of Municipal Historians and its dues.

Section 9. Performance Evaluation

The City Council shall review and evaluate the performance of the City Clerk as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Clerk at the time of each review.

Section 10. Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 11. Residency

For the term of this Agreement, Employee shall remain a resident of the City of Watertown. Employee acknowledges that City residence is a condition of retaining the Office of City Clerk.

Section 12. Indemnification

Employer shall defend and indemnify Employee, in accordance with Section 18 of the New York Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Clerk, unless those actions were illegal or otherwise outside the scope of her duties or authority.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- | | |
|--------------|--|
| (1) EMPLOYER | Mayor of the City of Watertown
Suite 302, City Hall
245 Washington Street
Watertown, NY 13601 |
| (2) EMPLOYEE | Ann Marie Saunders
212 Green Street
Watertown, NY 13601 |

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions

- A. The Agreement shall constitute the entire Agreement between the parties in connection with its subject matter.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. There shall be no changes in this Agreement, unless agreed to in writing and approved by majority vote of the City Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

IN WITNESS WHEREOF the City of Watertown has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: _____

City of Watertown
By: Jeffrey E. Graham, Mayor

Date: _____

Ann Marie Saunders
Employee

Res No. 2

April 14, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bid for Truck Rental Services,
T.J. Clement Construction Company, Inc.

The City Purchasing Department has advertised in the *Watertown Daily Times* and received a sealed bid for truck rental services for use by the Public Works Department, per our specifications.

Bid specifications were sent to three (3) area trucking companies. One (1) sealed bid was received and publicly opened on Wednesday, April 8, 2015 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bid received with the Public Works Department, and it is their recommendation that the City accept the bid from T.J. Clement Construction Company, Inc. as the lowest qualifying bidder meeting our specifications in the amount of \$85.00 per hourly rate. As detailed in the attached report of Purchasing Manager Amy M. Pastuf, an analysis showed it to be the same rate that the City has paid for the last two fiscal years.

A resolution for Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for Truck Rental Services,
T.J. Clement Construction Company, Inc.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

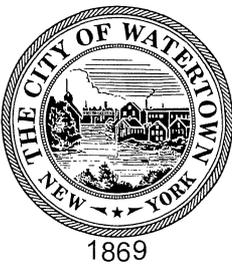
WHEREAS the City Purchasing Department has advertised and received a sealed bid for truck rental services for use by the Public Works Department, per our specifications, and

WHEREAS bid specifications were sent to three (3) area trucking companies, with one (1) sealed bid received and publicly opened and read in the City Purchasing Department on Wednesday, April 8, 2015, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bid received with the Public Works Department, and it is their recommendation that the City Council accept the bid submitted by T.J. Clement Construction Company, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, accepts the bid submitted by T.J. Clement Construction Company, Inc. for truck rental services for use by the Public Works Department as the lowest qualifying bidder meeting our specifications in the amount of \$85.00 per hourly rate.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL APastuf@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2015-04 – Truck Rental – Bid Recommendation
DATE: 4/13/2015

The City's Purchasing Department advertised in the Watertown Daily Times on March 11, 2015 calling for sealed bids for a truck rental services for use by the Public Works Department as per City Specifications. This is a new bid that became necessary due to the increase use of rental services during the last two harsh winters.

Bid Specifications were sent to three (3) area trucking companies. One (1) sealed bid was submitted to the Purchasing Department. The sealed bids were publicly opened and read on Wednesday, April 8, 2015 at 11:00 am, local time. The bid tally is provided below:

Description	TJ Clement Construction Company, Inc.
	Watertown, NY
Hourly Rate	\$85.00

The bid, from TJ Clement Construction Company, Inc., was reviewed by the Public Works Department and the Purchasing Department to ensure that it met the required specifications. Although we only received one bid, analysis showed it to be the same rate that the City has paid for the last two fiscal years. It is recommended that we accept the bid proposal from TJ Clement Construction Company, Inc. for \$85.00 per hour.

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

Res No. 3

April 14, 2015

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Approving the Site Plan for the Construction of a 5,896 square foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel Number 14-26-102.100

A request has been submitted by Patrick Scordo of GYMO P.C. on behalf of Edward Valentine for the above subject site plan approval.

The Jefferson County Planning Board reviewed the site plan at its meeting held on March 31, 2015, pursuant to General Municipal Law Section 239-m. It adopted a motion that the project does not have any significant countywide or inter-municipal issues, and is of local concern only.

The City Planning Board reviewed the request on November 4, 2014 and April 7, 2015 and voted to recommend that City Council approve the site plan subject to several conditions. Attached are copies of the report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The City Council must respond to the questions in Part 2 of the Short Environmental Assessment Form before it may vote on the resolution.

The NYSDEC has an online tool called the EAF Mapper that was used to assist the applicant with compiling answers to Part 1 of the Short Environmental Assessment Form (EAF). The Mapper indicated that there are regulated wetlands on the site or on lands adjoining the site. The applicant stated on the EAF that there are no Federal, State or locally mapped wetlands on the site. The EAF Mapper's response was triggered by existing wetlands approximately 1,700 feet northwest of the project site.

The applicant has consulted with the State Historic Preservation Office (SHPO) who has determined that the project will have no impact upon archaeological resources in the area. A copy of the letter from SHPO indicating no impact is attached.

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 Engineering Department on March 24, 2015, subject to the conditions recommended by the Planning Board.

RESOLUTION

Page 1 of 3

Approving the Site Plan for the Construction of a 5,896 Square Foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel 14-26-102.100

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS Patrick Scordo of GYMO, P.C. on behalf of Edward Valentine has submitted an application for site plan approval for the construction of a 5,896 square foot gas station, convenience store and restaurant at 1622 Washington Street, parcel 14-26-102.100, and

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on March 31, 2015, pursuant to General Municipal Law § 239-m, and determined that the project has no county wide or inter-municipal issues, and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meetings held on November 4, 2014 and April 7, 2015, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. A statement shall be included on the site plan and in the engineering report that the entrances/exits have been designed in accordance with the latest (2011) version of AASHTO’s Geometric Design of Highways and Streets.
2. The applicant shall provide crosswalk details for the bicycle trail, including detectable warnings, curb terminals, drop curb ramps, etc. and a detail of the proposed bike trail signage.
3. A sidewalk along Washington Street shall be added to the plans.
4. The applicant shall acquire approval for work within the National Grid easements and provide copies of correspondence to the Engineering Department.
5. The applicant shall provide the City an easement for the maintenance of the proposed stormwater infrastructure that will be dedicated to the City. Acceptance of the stormwater infrastructure by City Council is required.
6. The applicant shall revise the grading plan so that accessible parking

RESOLUTION

Page 2 of 3

Approving the Site Plan for the Construction of a 5,896 Square Foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel 14-26-102.100

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

spaces and the loading zone have a slope no greater than the maximum permitted 2%.

7. The applicant shall submit the required SEQRA documentation before the City Council makes a determination.
8. The applicant shall depict the updated underground utilities on the east side of Washington Street on the plan.
9. The applicant shall provide the referenced tables for the Maintenance and Protection of Traffic Plans. Coordination of traffic control plans and lane closure with the New York State Department of Transportation (D.O.T.) will be necessary and a D.O.T. permit may be required. The applicant shall provide correspondence from the D.O.T. indicating their acceptance of the plan to the City Engineering Department prior to the issue of any permits.
10. The applicant shall obtain a letter from the property owner or provide an executed purchase agreement authorizing the applicant to apply for a site plan approval.
11. The applicant shall provide documentation from the Town of Watertown indicating their acceptance of the site plan.
12. The applicant shall address all concerns of the City Engineering Department prior to the issue of any permits.

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 effect on the environment,

RESOLUTION

Page 3 of 3

Approving the Site Plan for the Construction of a 5,896 Square Foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel 14-26-102.100

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

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 effect 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 requested 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 for the construction of a 5,896 square foot gas station, convenience store and restaurant at 1622 Washington Street, parcel 14-26-102.100, as depicted on the plans submitted to the City Engineer on March 24, 2015, subject to the conditions recommended by the Planning Board and listed above.

Seconded by



MEMORANDUM

CITY OF WATERTOWN PLANNING OFFICE

245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601

PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Planning Board Members

FROM: Kenneth A. Mix, Planning and Community Development Coordinator

SUBJECT: Site Plan Approval – Nice and Easy, 1622 Washington Street

DATE: April 2, 2015

Request: Approving the site plan for construction of an approximately 5,900 square foot convenience store and gas station at 1622 Washington Street, parcel 14-26-102.100

Applicant: Edward Valentine

Proposed Use: Convenience store, drive-through restaurant, gas station

Property Owner: KDM Alliance

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: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Unlisted

County Review: March 31st

Zoning Information:

District: Commercial	Maximum Lot Coverage: N/A
Setback Requirements: F: 20', S: 5', R: 25'	Buffer Zone Required: None

Project Overview: The applicant proposes to construct a 5,896 square foot convenience store on a vacant parcel on the west side of Washington Street near the City boundary. The facility will include drive-through coffee sales and 6 gas pump islands under a canopy. The applicant previously appeared before the Planning Board on November 4, 2014 to seek a Site Plan Approval for this project. The Planning Board tabled the application pending completion of a Traffic Impact Analysis and further information regarding the summary items in the staff report. The applicant submitted the Traffic Impact Assessment and addressed the summary items in his latest submission.

Parking: The applicant provides 35 spaces, exceeding the minimum of 29.

Vehicle Circulation: The Traffic Impact Assessment, prepared by GTS Consulting. The analysis indicated that much of the traffic generated by the development will be traffic already passing by the Site on Washington Street; what the report refers to as pass-by trips.

While a right in-right out configuration reduces concerns about turning movements on Washington Street, it has the potential for creating greater problems at the traffic signal for vehicles using Hudson Lane. The City Engineering Department feels that the applicant has demonstrated that the proposed access is reasonable.

The section of the Engineering Report about traffic should be revised to discuss the results of the Traffic Impact Study and include the Study as an appendix. A statement should also be included on the site plan and in the Engineering Report that the entrance/exits have been designed in accordance with the latest (2011) version of AASHTO's Geometric Design of Highways and Streets.

Site plan application requires that all vehicular circulation is shown, including delivery or refuse vehicles entering the property. A traffic circulation map showing the path of a fuel tanker vehicle should be submitted.

Sidewalks & Curbing: The applicant has agreed to maintain the bicycle trail to the same standard a property owner would for a sidewalk, including clearing snow and keeping existing grades. Crosswalk details for the bicycle trail, including detectable warnings, curb terminals, drop curb ramps, etc. must be provided as well as a detail of the proposed bike trail signage.

The applicant has taken the Washington Street sidewalk off the plan, because there is no sidewalk to the south. However, it would connect to the sidewalk to the north, which connects to the entire city-wide sidewalk system. It should be installed.

Lighting: The will provide ten new light posts, with a mixture of single and double-head fixtures. Lighting will also be installed on the gas canopy and the building face.

Drainage & Grading: The applicant will be placing fill and creating a new storm sewer outlet within National Grid easements. The applicant must acquire approval from National Grid for work within these easements and provide copies of all correspondence with National Grid to the City Engineering Department.

The applicant is also required to provide the City an easement for maintenance of the proposed stormwater infrastructure that will be dedicated to the City. Acceptance of the stormwater infrastructure by City Council is required.

The accessible parking spaces and loading zone appear to be graded at a slope greater than the maximum permitted 2% slope. The applicant shall revise the grading plan so that these areas have a permissible slope.

The applicant must also submit plans for the final location of National Grid Utilities to the City Engineering Department.

Water & Sewer Utilities: Water service will be provided by a 12" main in Washington Street. The applicant has been unable to perform hydrant flow tests because of the frozen conditions. GYMO did provide the results of flow tests they did in the area in 2012. Staff accepts the use of historical water usage for similar stores for estimating usage at this store. Those results should be included in the Engineering Report.

The applicant noted that due to an elevation difference of several feet between the hydrants the yield could be lower this site. The applicant intends to conduct a flow test on the project location once weather permits, and will forward the test results to the City Engineering Department.

The applicant will utilize a force main and grinder pump to connect to the gravity sewer main in Washington Street. The pump will be located in a grassy area south of the gas canopy.

The Zoning Ordinance requires the submission of preliminary utility plans with an application for site plan approval. While the utility plan is part of the site plan approval, the requirements of the utility regulating agencies supersede site plan approval.

Landscaping: The applicant has incorporated all of Staff's landscaping recommendations into the plan. This includes indicating where an existing tree is to be removed and where new trees are to be planted, as well as identifying new trees' size and species.

SEQRA: In the applicant's response to Question 2 of the State Environmental Quality Review (SEQR) Short Assessment Form, which asks if the proposed action required a permit, approval or funding from any other governmental agency, the applicant lists the DEC for sewer review. The applicant must either forward documentation of DEC approval or remove DEC from the list of agencies. The applicant must also add the Jefferson County Planning Board to this list.

The applicant indicated in the response to Question 12b on the SEQR form that the site is located in an archeologically sensitive area. The applicant shall provide a "No Impact" letter from the New York State Historic Preservation Office (SHPO).

The applicant shall change the answer to Question 18 on the SEQR form to identify the stormwater treatment area as an activity that will result in the impoundment of water.

The applicant shall provide copies of all correspondence between the applicant and DEC regarding offsite wetland impacts, including all information sent to DEC as well as documentation communicating DEC's opinion on the matter.

Miscellaneous: A portion of the building site is outside the City. This includes several parking spaces, a drive aisle, a dumpster enclosure and a stormwater retention basin. For site features located outside the City, any permits, conditions or requirements effected by the Town of Watertown will supersede this site plan approval. Correspondence from the Town of Watertown indicating their acceptance of the site plan should be provided.

The JS Hagan plans are not to scale. Printed originals to the correct scale should be submitted.

If underground utilities are to be shown on the Site and Landscaping Plan, the updated utilities shown on the east side of Washington Street need to be added to the plan.

The reference tables for the Maintenance and Protection of Traffic plans should be provided. Traffic Control Plans and lane closure should be coordinated with NYS DOT. A permit may be required from D.O.T. Correspondence from D.O.T. indicating their acceptance of the plan will be required prior to the Engineering Department issuing a City Permit.

The applicant should submit proof that he is authorized by the property owner to make a site plan application. The proof can be a letter from the owner or an executed purchase agreement.

Signs and Other Permits: Any proposed signage will be handled separately as an administrative permit by the Code Enforcement Bureau. Depiction of signage on a site plan submittal does not constitute approval.

The applicant must obtain the following City permits prior to construction: Sanitary Sewer Permit, Water Supply Permit, Sidewalk Permit, General City Permit, and Building Permit.

Summary:

1. A statement shall be included on the site plan and in the engineering report that the entrances/exits have been designed in accordance with the latest (2011) version of AASHTO's Geometric Design of Highways and Streets.
2. The applicant shall provide a traffic circulation map showing the traffic path of a fuel tanker vehicle.
3. The applicant shall provide crosswalk details for the bicycle trail, including detectable warnings, curb terminals, drop curb ramps, etc. and a detail of the proposed bike trail signage.
4. A sidewalk along Washington Street shall be added to the plans.
5. The applicant shall acquire approval for work within the National Grid easements and provide copies of correspondence to the Engineering Department.
6. The applicant shall provide the City an easement for maintenance of the proposed stormwater infrastructure that will be dedicated to the City. Acceptance of the stormwater infrastructure by City Council is required.
7. The applicant shall revise the grading plan so that accessible parking spaces and the loading zone have a slope no greater than the maximum permitted 2%.
8. The applicant shall submit the required SEQRA documentation before the City Council makes a determination.
9. The applicant shall provide printed original plans by JS Hagan that are to the correct scale.
10. The applicant shall depict the updated underground utilities on the east side of Washington Street on the plan.
11. The applicant shall provide the referenced tables for the Maintenance and Protection of Traffic plans. Coordination of traffic control plans and lane closure with the New York State Department of Transportation (D.O.T.) will be necessary and a D.O.T. permit may be required. The applicant shall provide correspondence from the D.O.T. indicating their acceptance of the plan to the City Engineering Department prior to the department issuing a City Permit.
12. The applicant shall obtain a letter from the property owner or provide an executed purchase agreement authorizing the applicant to apply for a site plan approval.
13. The applicant shall provide documentation from the Town of Watertown indicating their acceptance of the site plan.
14. The applicant shall address all concerns of the City Engineering Department prior to the issue of any permits.

Additional Engineering Comments:

The following comments are provided for the benefit of the applicant and will need to be addressed before obtaining other permits.

Engineering Report Comments

- Report states 5800 sf convenience store, plans indicate 5896sf. Which is correct?
- Using Historical water usage for similar stores is an acceptable alternative to using NYS DEC recommended water usage rates, however the Engineering Report Section 3.2 states that NYS DEC guidelines are used. Please revise. Provide backup meter readings for the similar convenience store/Tim Horton's site as appendix for reference.
- Engineering report states 4-inch gravity sewer, plans call for 6-inch gravity sewer. Please provide updated Engineering Report or Site plans.
- Existing hydrant flow test results and projected water pressure at the site shall be included in the Engineering Report. Any required outside hose allowances or fire protection demand (sprinklers) need to be included in the projected hydraulic analysis.
- Due to the high cycle time within the pump station wetwell, odor concerns should be addressed by the applicant.
- Please indicate the proposed hours of operation.

Stormwater Design Comments

- Washington Street is a vital artery into and out of the City. The 100-year storm event needs to be addressed for the existing and proposed offsite stormwater culverts. Assurances that the Washington Street catch basins are not being negatively impacted by replacing the free discharge to the open swale with the proposed manholes and pipes must be made in the form of an existing vs. proposed drainage analysis.
- Submit to the City a copy of the stormwater pollution prevention plan (SWPPP), the Notice of Intent (NOI) and the NOI acknowledgement letter from the DEC. Stormwater treatment area sizing needs to include all potential offsite runoff to the treatment area. Reduced Runoff Volume (RRV) and Hotspot treatment shall be addressed. ESC protection of the City owned catch basins in the vicinity of the project shall be provided. If a "dry swale" is proposed to treat stormwater quality in addition to providing the additional required pretreatment for hotspot treatment, where will the applicant provide the required quantity treatment of the 100- year storm? Slope protection of the stormwater treatment area backslope to Howell Drive shall be addressed. Additional erosion protection is required for the open swale discharging to the headwall on Howell Drive. The riprap outlet apron protection shall be sized based on the actual proposed 100-yr storm velocity.
- The 18" stormwater treatment outlets shall be pulled south from the City Right of Way at the headwalls to allow for the installation of the riprap apron to be placed on applicants property.
- The connection of 36" RCP to the proposed 36" HDPE should be detailed. STMH2 and STMH3 Rim elevations are to be adjusted. STMH2 is 6 inches above finished grade, STMH3 is 3 ft out of the ground. The proposed grading in the vicinity of these manholes may need to be adjusted to allow for the construction of the manholes.

Grading Plan

- Adjust flares on driveway to Washington Street from 4 feet to 8 feet. Flares shall begin at the Margin.
- The Hudson Land driveway grading is not acceptable. The grading plan does not take into consideration the removal of the existing curb along Hudson. Please provide detailed grading, including spot elevations, for the driveway tie in. Indicate curb drops and/or curb terminals at bike path. Provide curb terminal detail if required.
- Include proposed information on how the applicant intends to remove the existing curb along Hudson and Washington Street. The existing curb shall be sawcut in place to 1" reveal.

- Plans for the final location of National Grid utilities shall be provided to the City Engineering Dept.
- The sanitary sewer lateral connections shown on the grading plan differ from the sanitary sewer laterals shown on the utility plan.

Utility and ESC Plan, Details

- Update legend on C001 to include all existing utilities shown on the GYMO Survey – C, UU, COMM for example.
- The east margin along Washington Street shall be indicated on the plans and survey. It appears that the sewer main is located outside of the City Right-of-way in the location of the proposed sewer connection. If this is the case, an easement for the connection of the sewer from CANI Building LLC is required to allow for the connection and maintenance of the forcemain.
- The forcemain has only 2 feet of cover near the connection to the existing sanitary main. In addition, this area is under an existing stormwater swale. There is concern for freezing of forcemain as well as its affect on future maintenance of the City's swale. Additional depth is to be provided along with sufficient insulation of forcemain. Provide a detail for the forcemain connection to the main.
- To facilitate better CMP's, and to provide better sediment runoff control to the pond, consideration should be given to providing 18" sump in the catch basins as opposed to the 6" sump shown on the details.
- Depict existing storm Rim, inverts, pipe sizes and pipe materials on Sheet C101.
- Provide a road repair detail separate from the curbcut detail for the trenching on Washington Street. Include the repair of the concrete road base.

Excerpt from April 7, 2015 Planning Board Minutes

**SITE PLAN APPROVAL – NICE N’ EASY/TIM HORTON’S/GAS STATION
1622 WASHINGTON STREET – PARCEL # 14-26-102.000**

The Planning Board then considered a request for site plan approval submitted by Patrick Scordo of GYMO P.C. on behalf of Edward Valentine for construction of a 5,896 square foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel Number 14-26-102.100. This is a reconsideration of a previously tabled request, which was originally submitted by in November 2014.

Mr. Scordo, along with Jim Hagan, the project architect, and Edward and John Valentine, were in attendance to present the project to the Planning Board. Mr. Scordo began by introducing himself, Mr. Hagan, and Edward and John Valentine. Mr. Hagan then provided color copies of all of the plans to the Planning Board.

Mr. Hagan said that their group last appeared before the Planning Board in November to discuss the proposed store and gas station and that the major issue at that point was the traffic impact. He continued by saying that the Valentines had subsequently hired GTS Consulting to conduct a traffic analysis of the site, its facilities and the surrounding roads.

Mr. Hagan then said that GTS Consulting published their report on February 3, 2015 and concluded that there would be no notable impact on traffic in the vicinity. He said that the report is on file with City Staff and that the City Engineering and Jefferson County Planning departments have reviewed the analysis and concurred.

Mr. Hagan then said that one change that he had made since November was to move the driveway from Washington Street 12 to 15 feet to the north to avoid a catch basin. Otherwise, the configuration was the same. The site plan still had a convenience store and six gas pump islands. He also noted that it was similar to the Tim Horton’s location on Coffeen Street, and that a driveway around the back of the site would provide a full circumference of the building.

Mr. Hagan then acknowledged that there were National Grid easements on the site for electricity and gas. He also stated that there was an 8-inch line that crosses Washington Street and that there is a gas marker for that line. He said that additional survey work must be done now that all the snow on the site has melted. Mr. Hagan also confirmed that GYMO P.C. was in ongoing discussions with National Grid regarding existing infrastructure.

Mr. Hagan said that the location of some National Grid infrastructure might affect storm drain locations. He said that the original submissions in November proposed a series of drainage structures from Washington Street to the midpoint of the site and then in an open ditch until it is piped under Howell Drive. These were proposed to be built at the expense of the Valentines and then turned over to the City. In the new submission, there is shared responsibility for the drainage structures, with the City only maintaining a certain part of them.

Mr. Hagan concluded by saying that in addition to traffic and drainage, there was a three-page list of comments prepared by staff in November and that with this submission, he felt that his group had addressed most of them. He then said on the Friday before this meeting, that his group had received a new list from Staff that acknowledged the changes that were made and brought up new issues to discuss.

Ms. Capone asked if the new list is the same list that the members of the Planning Board had in front of them. Mr. Mix responded by saying that the Planning Board had the new list. Mr. Hagan then said that it was his goal today to go through the major issues with the Board and to resolve the remaining technical details with Staff.

Mr. Hagan then turned the discussion to the driveway from Hudson Lane and specifically, the paved bicycle trail to the south of Hudson Lane that crosses the driveway. He said that the applicants agreed to maintain the bicycle trail along the driveway and to add striping where it crosses the driveway. He then asked Mr. Drake about detectable warnings in the pavement, adding that they were prepared to put in either heavy duty pavement or concrete.

Mr. Drake replied that the bicycle trail needed to meet the requirements of the Americans with Disabilities Act (ADA), and as such the City was treating it as a sidewalk. Mr. Hagan said that he was not clear on what that meant and added that the slope on the driveway from Hudson Lane was steeper than the driveway from Washington Street.

Mr. Drake said that there was no need to change the grade, but that in order to be ADA compliant, the applicant must provide a detectable warning. Mr. Hagan responded by asking if an altered surface was enough to accommodate the vision impaired and that they were prepared to install detectable surfaces on either side of the driveway. Mr. Drake then said that detectable warnings would be sufficient to meet ADA requirements.

Mr. Hagan then said that another concern raised by Staff was the issue of constructing a sidewalk on Washington Street. He acknowledged that the initial plan in November included constructing a sidewalk on Washington Street through the property but that his clients wished to remove the sidewalk on this submission since it would not connect to any sidewalks to the south of the site.

Mr. Katzman said that he had a picture on his cell phone showing a hydrant in the way and asked why Staff wanted the applicants to install sidewalks. He then passed his phone around to the other board members so that they could see the picture. Mr. Hagan then introduced a picture of the area and noted that the space where the sidewalk would be was lower than the road. He continued by saying that in November, they discussed leaving an existing headwall and ditch in place and expressed concern that someone walking on the sidewalk could fall into the ditch. He asked if the sidewalk was really warranted.

Mr. Drake responded by acknowledging that an existing headwall is there, but the applicant has proposed to extend it as part of the drainage solution. Mr. Hagan then said that there was an existing sidewalk on the other side of the street.

Mr. Mix then said although a new sidewalk at the site would not connect to any sidewalks to the south, it would, however, connect to the entire City sidewalk system to the north. He recalled that the same arguments had been made when the Coffeen Street Quicklee's Convenience Store/Dunkin' Donuts was before the Planning Board for approval. He reminded everyone that there was a gap at that location, and that the Planning Board required new sidewalks there anyway. That gap is now being filled with a CDBG project. Mr. Mix then reiterated that Staff was not concerned with sidewalks to the south, but with connecting to the entire system to the north.

Mr. Coburn then asked if this was a "wish list" item or a requirement. Mr. Mix responded by saying that the City had the authority to require new sidewalks. Mr. Coburn then asked if there was a mandate. Mr. Mix responded by saying that while there was no mandate, that the City's general policy was that when site plans come in, to require sidewalks, because too many previous site plans had come in without sidewalks and now the City has gaps in the system.

Ms. Capone asked what the estimated cost of installing sidewalks was. Mr. Scordo replied that the estimated cost was approximately \$15,000. Mr. Hagan then asked how often a new sidewalk would be utilized. Mr. Katzman then said that he did not see the need for a new sidewalk.

Mr. Lumbis then pointed out on a picture of the area that there was a well-worn path along the side of Washington Street where pedestrians were walking. Ms. Fields pointed out to the rest of the Planning Board that there was a precedent from the Coffeen Street location of requiring sidewalks. Mr. Katzman responded by acknowledging that while the City does have the right to enforce a sidewalk requirement, until the City enforces that requirement with everyone, that the Planning Board should leave it alone.

Mr. Davis said to the applicants that the City wanted sidewalks for compliance with the policy that Mr. Mix referenced earlier and acknowledged that it would cost more money but that you can either fulfill the requirement or not.

John Valentine then asked if he could make an agreement to build the sidewalk in the future if the missing section is ever built. He continued to say that the trade-off has to be a reasonable amount of money for one person to use the sidewalk. Mr. Drake responded by saying that the City could ask the New York State Department of State to install sidewalk there as the land with the missing segment is owned by the State Department of Corrections.

Mr. Lumbis then said that it is within the Planning Board's right to impose reasonable conditions on an approval. Ms. Capone asked the likelihood of the Department of Transportation (DOT) installing sidewalks. Mr. Drake reminded the Planning Board that the Department of Corrections owns the land in question. Mr. Neddo said that if one landowner does it, then they all do it, and went on to ask if the Department of Corrections is not installing sidewalks, then why should the applicant be required to install them. Mr. Davis replied that an area with a convenience store will need a sidewalk.

Mr. Katzman then directed a question to Mr. Drake regarding the City's authority to force the applicant to install sidewalks. Mr. Mix answered the question by saying that there is an authority, but that it has not been used. Mr. Katzman then asked Mr. Mix and Mr. Drake what the City wanted to do. Mr. Coburn then said that it says in Staff's memorandum, in Summary Item 4, that the City wants a sidewalk.

Mr. Mix said that the City has been making efforts to fill in sidewalk gaps. He added that it is the right of the applicant to argue why they don't want to install sidewalks and that the Planning Board can recommend to City Council whether they want sidewalks or not.

Mr. Coburn asked his fellow Board Members about the difference of opinion among the Board. Mr. Katzman then read Summary Item 4 of Staff's memorandum aloud, "A sidewalk along Washington Street shall be added to the plans." After a brief discussion among the Board members, Mr. Coburn said that the Planning Board was going to recommend sidewalks. Mr. Hagan said this would affect details at the entrance regarding flares. Mr. Drake agreed to work out those details with Mr. Hagan.

Mr. Hagan then moved on to the issue of landscaping. He said that an existing tree on Hudson Lane would be removed to make way for the driveway, but that two trees would be planted elsewhere on the site to take its place.

Mr. Hagan then said that GYMO P.C. had taken storm drainage design to the next level. He said that they had verified runoff and treatment of water and that all runoff would be directed to the stormwater management basin on the south side of the site, and then piped to a discharge point.

The discussion then returned to the issue of the existing National Grid easements. Mr. Hagan related to the Planning Board that GYMO P.C. has had extensive discussions with National Grid regarding grading under a high-voltage line as well as cuts and fills adjacent to a gas line. He said the area that construction infringed upon was on the north side of the site, near the driveway from Hudson Lane.

Mr. Hagan then said the he was caught in a "Catch-22" of sorts. He said that he had received no definitive answer from National Grid because National Grid wants to see City site plan approval first. He then said that conversely, the City was asking for National Grid approval. Mr. Hagan said that the main conflict was between a gas main and the proposed storm lines.

Ms. Capone asked if the ground in that location was rock. Mr. Hagan replied that it was mostly rock and that it would require further field investigation. Regarding the National Grid issue, Mr. Scordo said he could put the Planning Board at ease because GYMO P.C. completed the engineering for Howell Drive and that they knew what hoops they had to jump through and could solve the issues.

Mr. Hagan then said that all of the remaining comments from Staff were regarding technical issues such as sewer, water pressure, etc. Mr. Katzman asked what Summary

Item 11 meant. Mr. Scordo responded by saying that he had confirmed with DOT that the driveway from Washington Street was within the City of Watertown, so the City has the responsibility for issuing permits. However, some cones and signage that would be used during construction would be in the Town of Watertown, which is DOT jurisdiction, and that a highway work permit might be necessary.

Ms. Capone then asked if all 14 Summary Items would still stand then as conditions of approval. Mr. Mix replied that they should remain until the revised plans are reviewed, unless there are some the Planning Board wanted to take off. Ms. Capone followed up by asking if there was an agreement between the applicant and the City about the headwall and outlets. Mr. Drake responded by saying that they are working together, but that site plan approval was contingent upon continuing to work together. Ms. Capone then said that she was fine with these 14 conditions.

Mr. Scordo then said that Mr. Mix would soon be receiving a letter from Thomas Boxberger representing the Town of Watertown conferring final site plan approval to the City.

Ms. Capone then asked if there was a lead agency on SEQR. Mr. Mix replied that the City Council will have to complete the SEQR form before they approve the site plan and that it was up to the Council if they were satisfied or not.

Mr. Coburn asked if there was anything left to discuss. Mr. Drake replied that Staff was satisfied that the applicant and already fulfilled Summary Items 2 and 9 and that the Planning Board could eliminate them from the list. Ms. Fields then asked if the Planning Board needed to address the section of the memorandum labeled "Additional Engineering Items." Mr. Mix replied that those were provided for the benefit of the applicant and required no Planning Board action. Ms. Capone acknowledged Mr. Mix and said that she was prepared to move to recommend approval contingent on all Summary Items, excluding 2 and 9.

Ms. Capone then moved to recommend that City Council approve the request for site plan approval submitted by Patrick Scordo of GYMO P.C. on behalf of Edward Valentine for construction of a 5,896 square foot gas station, convenience store and restaurant at 1622 Washington Street, Parcel Number 14-26-102.100, as submitted on March 24, 2015, subject to the following conditions:

1. A statement shall be included on the site plan and in the engineering report that the entrances/exits have been designed in accordance with the latest (2011) version of AASHTO's Geometric Design of Highways and Streets.
2. The applicant shall provide crosswalk details for the bicycle trail, including detectable warnings, curb terminals, drop curb ramps, etc. and a detail of the proposed bike trail signage.
3. A sidewalk along Washington Street shall be added to the plans.

4. The applicant shall acquire approval for work within the National Grid easements and provide copies of correspondence to the Engineering Department.
5. The applicant shall provide the City an easement for the maintenance of the proposed stormwater infrastructure that will be dedicated to the City. Acceptance of the stormwater infrastructure by City Council is required.
6. The applicant shall revise the grading plan so that accessible parking spaces and the loading zone have a slope no greater than the maximum permitted 2%.
7. The applicant shall submit the required SEQRA documentation before the City Council makes a determination.
8. The applicant shall depict the updated underground utilities on the east side of Washington Street on the plan.
9. The applicant shall provide the referenced tables for the Maintenance and Protection of Traffic Plans. Coordination of traffic control plans and lane closure with the New York State Department of Transportation (D.O.T.) will be necessary and a D.O.T. permit may be required. The applicant shall provide correspondence from the D.O.T. indicating their acceptance of the plan to the City Engineering Department prior to the issue of any permits.
10. The applicant shall obtain a letter from the property owner or provide an executed purchase agreement authorizing the applicant to apply for a site plan approval.
11. The applicant shall provide documentation from the Town of Watertown indicating their acceptance of the site plan.
12. The applicant shall address all concerns of the City Engineering Department prior to the issue of any permits.

The motion was seconded by Mr. Neddo and all voted in favor.



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

April 14, 2015

Mr. Jim Hagan
Architect
J.S. Hagan Architect P.C.>
180 Intrepid Lane
Syracuse, NY 13205

Re: SEQRA
Nice N Easy- Washington Street
1622 Washington Street, Watertown, NY 13601
15PR01599

Dear Mr. Hagan:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the New York State Office of Parks, Recreation and Historic Preservation's opinion that your project will have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Ruth L. Pierpont

Deputy Commissioner for Historic Preservation

Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com

617.20
Appendix B
Short Environmental Assessment Form

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: Nice and Easy - Washington Street			
Project Location (describe, and attach a location map): Washington Street, at the intersection of Hudson Lane (Adjacent to Summit Wood Housing Development)			
Brief Description of Proposed Action: The project consists of the construction of a new approximately 5,800 SF convenience store on Washington Street in the City of Watertown. Sanitary and storm sewer facilities, water service, pedestrian and vehicular paths, landscaping, site lighting are proposed, among other amenities, to serve the project site.			
Name of Applicant or Sponsor: Edward Valentine		Telephone: (315) 782-0982 E-Mail: edwardvalentine@yahoo.com	
Address: PO Box 840			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYS Department of Environmental Conservation - SPDES Jefferson County Planning			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 2.91 acres			
b. Total acreage to be physically disturbed? _____ 2.55 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 2.91 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ Stormwater Management System consisting of a Dry Swale _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Edward Valentine		Date: 4/14/15
Signature: <i>Edward J. Valentine</i>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)

PRINT

Res No. 4

April 14, 2015

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Finding That the Gaffney Drive Sidewalk and Tree Planting Project Will Not Have a Significant Impact on the Environment

As one of the requirements for the Community Development Block Grant (CDBG) Program, Planning Staff has been preparing an Environmental Review Record for the Gaffney Drive Sidewalk and Tree Planting Project.

Part of the Environmental Review Record requires the City Council to evaluate the project's potential impact on the environment under the State Environmental Quality Review Act (SEQRA).

The project consists of the construction of approximately 1,927 linear feet of new sidewalk and the planting of 28 trees. The project will occur along the west side of Gaffney Drive between Commerce Park Drive and Coffeen Street. A 100-foot section of sidewalk will also be installed at 1269 Coffeen Street. The project will fill in a notable gap in the City's pedestrian infrastructure and will enhance pedestrian safety in an automobile-oriented section of the City. Attached is a map showing the project area.

The City Council must complete Part II, and Part III if necessary, of the Short Environmental Assessment Form and adopt the attached resolution so that it can be included in the Environmental Review Record. The attached resolution states that the proposed project will not have a significant impact on the environment.

RESOLUTION

Page 1 of 1

Finding That the Gaffney Drive Sidewalk and Tree Planting Project Will Not Have a Significant Impact on the Environment

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, New York, is proposing to use Community Development Block Grant (CDBG) Program funds for a project known as the Gaffney Drive Sidewalk and Tree Planting Project, and

WHEREAS the City Council must evaluate the proposed project under the State Environmental Review Act (SEQRA) and the regulations promulgated pursuant thereto in order to complete the Environmental Review Record for the project, and

WHEREAS to aid the City Council in its determination as to whether the proposed project will have a significant impact on the environment, Part I of a Short Environmental Assessment Form has been prepared, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the implementation of the project will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Short Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

Gaffney Drive Sidewalk and Tree Planting Project – Project Area Map



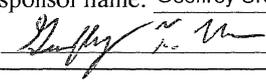
617.20
Appendix B
Short Environmental Assessment Form

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: Sidewalk and Tree Planting - Gaffney Drive			
Project Location (describe, and attach a location map): Along the west side of Gaffney Drive between Commerce Park Drive and Coffeen Street, and along the south side of Coffeen Street.			
Brief Description of Proposed Action: The project consists of constructing approximately 1,927 linear feet of new sidewalks and planting 28 trees along the west side of Gaffney Drive. In addition to filling a prominent gap in the City's sidewalk system, this project will provide a pedestrian connection from a large, garden-style apartment complex to the commercial and community service uses that surround the complex. The project also includes constructing 100 feet of sidewalk along the south side of Coffeen Street, filling a gap in the existing network.			
Name of Applicant or Sponsor: City of Watertown		Telephone: (315) 785-7725 E-Mail: gurda@watertown-ny.gov	
Address: 245 Washington Street			
City/PO: Watertown		State: New York	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: United States Department of Housing and Urban Development approval for authorized expenditure of Community Development Block Grant entitlement funds.			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 0.23 acres			
b. Total acreage to be physically disturbed? _____ 0.23 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ N/A acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Geoffrey Urda	Date: April 10, 2015	
Signature: 		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)

PRINT

Res No. 5

April 14, 2015

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Approving Agreement for NY Works II Environmental Restoration Project Funding for Sewall's Island

The City Council adopted a resolution on October 6, 2014 that authorized the submission of application to the New York Works Round II program through the NYS Department of Conservation for continued environmental remediation of Sewall's Island. DEC selected Watertown's application for funding.

This program will operate differently than other State programs. Funds will not flow through the City. DEC will be responsible for completing the remediation. The City will be responsible for 10% of the cost. The City's share is currently estimated at \$69,500.

The City will also be responsible for assisting DEC with the implementation of the Citizen Participation Plan, executing and implementing the Environmental Easement, implementing the Site Management Plan, and providing Periodic Review Reports.

An agreement for the project, which is attached, was prepared by DEC. A resolution approving the agreement has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for NY Works II Environmental Restoration Project Funding for Sewall's Island

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the New York State Department of Environmental Conservation (DEC) has selected environmental remediation work on Sewall's Island for funding through the New York Works Round II program, and

WHEREAS DEC has drafted an agreement for the project,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the agreement drafted by the New York State Department of Environmental Conservation for the environmental remediation project on Sewall's Island funded through the New York Works Round II program, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to sign said agreement on behalf of the City Council.

Seconded by

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
NEW YORK WORKS II ENVIRONMENTAL RESTORATION PROJECT

In the Matter of the
implementation of a
Remedial Program for

NYWII ERP AGREEMENT
Index No. NYWII-E623021-12-14

Sewall's Island
DEC Site Number: **E623021**
400 Pearl Street
Watertown, New York 13601

Hereinafter referred to as "Site"

by:

City of Watertown
245 Washington Street
Watertown, New York 13601

Hereinafter referred to as "Municipality"

WHEREAS, the New York State Department of Environmental Conservation ("Department" or "NYSDEC") is authorized by Article 56 of the New York State Environmental Conservation Law (hereinafter the "ECL") to address contamination at municipal sites; and

WHEREAS, the Legislature has determined that the preservation, enhancement, restoration and improvement of the quality of the State's environment is one of government's most fundamental obligations; and

WHEREAS, Chapter 54, Laws of 2013 (the "Law of 2013"), provides New York Works funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects. The Law of 2013 allows the Department to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (hereinafter referred to as "NYWII ERP Agreement"); and

WHEREAS, the Legislature authorized the Department to develop and implement environmental restoration investigation and remediation projects for certain properties held in title by them; and

WHEREAS, the Municipality submitted an Application requesting that the Department undertake the development and implementation (i.e., the remedial design and remedial construction) of an environmental restoration remediation project (the "Project"), the purpose and scope of which is set forth in the Record of Decision ("ROD"), as amended on October 30, 2014, provided in Exhibit A of this NYWII ERP Agreement, on the Site that is described in Exhibit B; and

WHEREAS, the Municipality agrees to comply with all terms and conditions of this NYWII ERP Agreement; and

WHEREAS, the Municipality submitted an approvable Application, including submission of its documentation of its authorization to enter into this NYWII ERP Agreement, and of its authorization of the person signing the same to do so; and

WHEREAS, the Project was given a priority ranking based on a score derived from information provided in the Application and is eligible to participate in NYWII ERP; and

WHEREAS, the Municipality has disclosed all responsible party payments received related to the Site prior to entering into this Agreement. Except as provided herein relative to responsible party funding, the Municipality may use any other funding available (i.e., federal, State or other private party monies) towards its cost share; and

WHEREAS, the Department's execution of this NYWII ERP Agreement is made in reliance upon the information provided by, and representations of, the Municipality in its application papers and in this NYWII ERP Agreement; and

WHEREAS, the Municipality has complied, and commits to comply, with the requirements for municipalities established under Article 56 of the ECL.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I) Duties and responsibilities of the Department and the Municipality.

A) The Department, as required by the scope of the Project, shall:

- 1) implement a Citizen Participation Plan (CPP) for the Project consistent with DER-23; and
- 2) design and implement the remedy set forth in the ROD; and
- 3) prepare any necessary Environmental Easement (EE) documents for the Municipality's execution; and
- 4) prepare any necessary Site Management Plan (SMP).

B) The Municipality shall:

- 1) provide necessary assistance to the Department in the implementation of the Site CPP, including providing venues for meetings and contact information; and
- 2) execute and implement any Department prepared EE; and

- 3) implement the SMP, if one is required under this NYWII ERP Agreement, including all operation, maintenance and monitoring; and
- 4) provide the required Periodic Review Reports (PRR) as set forth in the SMP.

In the event that the remedy for the Site, or any Work Plan for the Site, requires a SMP as a consequence of operation, maintenance, and monitoring requirements, including reliance upon institutional or engineering controls, the Municipality shall file the initial PRR on the first day of the eighteenth month following the anniversary of the start of the SMP and continuing at the Department designated period until the Department notifies the Municipality in writing that such PRR may be discontinued.

Such PRR shall be signed by a Professional Engineer or by a qualified environmental professional as defined in 6 NYCRR 375-1.2(ak) approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved SMP.

The Municipality shall notify the Department within twenty-four (24) hours of discovery of any breach, upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, the Municipality shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the PRR required by this.

The Municipality can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

II) Allowable Use

The ROD, as modified, determined that the Site will be used for Commercial use on parcels 4-12-201.100, 4-12-103.100, 4-13-103.001, 4-22-115.000, 6-06-404.000, 6-06-403.000; and for Restricted Residential use on parcels 4-12-103.001, 4-12-105.000, 4-12-101.000, 4-12-107.000 and 4-13-101.000; and the Municipality agrees for itself and for its lessees and successors in title that any proposed change to the Contemplated Use shall be governed by the provisions of ECL § 56-0511 and any implementing regulations thereto.

III) Enforcement and Force Majeure

This NYWII ERP Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. The Municipality shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this NYWII ERP Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) days of when it obtains knowledge of any such event. The Municipality shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this NYWII ERP Agreement. The Municipality shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

IV) Entry upon Site

The Municipality hereby agrees to provide access to the Site and to all relevant information regarding activities that may have involved hazardous waste at the Site in accordance with the provisions of ECL § 56-0515. Such access shall be for purposes of implementing any investigation, design, and remediation activities necessary to complete the ROD required remedy and inspecting the Site to ensure that any SMP for the conditions on such Site is being implemented satisfactorily, that the engineering and/or institutional controls are continually maintained in the manner the Department may require, that no person has engaged or is engaging in any activity that is not consistent with restrictions placed upon the use of the Site or that will or that reasonably is anticipated to: prevent or interfere significantly with a proposed, ongoing or completed project; or expose the public health or the environment to a significantly increased risk of harm or damage from such Site.

- A) The Department shall have the right to periodically inspect the Site to ensure that the use of the Site complies with the terms and conditions of this NYWII ERP Agreement; such right of inspection shall survive termination of this NYWII ERP Agreement.
- B) If the Department determines that the Municipality has failed to comply with the terms of the NYWII ERP Agreement, the Department may carry out any measures necessary to return the Site to a condition sufficiently protective of human health, in accordance with ECL § 56-0509.4; and neither the Municipality nor any of successors in title, lessees or lenders shall interfere with such access. The Municipality or successor and assign shall pay all costs incurred by the State and any release and indemnification shall be revoked.

V) Payment of State Costs

The Municipality hereby agrees to pay the Department for the Municipality's share of the Project. The Municipality's share is ten percent (10%) of the Project cost for design and construction of the remedy. Construction costs are estimated at \$695,363 based on the Capital Cost provided in the ROD dated 03/26/2013 or as subsequently modified based on new

information in accordance with DER-2, *Making Changes to Selected Remedies*. The actual Project costs may vary.

- A) The Department will invoice the Municipality periodically. Within ninety (90) days after receipt of an invoice from the Department, the Municipality shall reimburse the Department for the Project costs incurred by the Department at a rate of ten percent (10%) of the Project costs.
- B) Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)ii. The Department shall not be required to provide any other documentation of costs, provided, however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.
- C) Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7012
- D) The provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply to any objections by the Municipality to any invoiced costs under this NYWII ERP Agreement. Objections shall be sent to the Department as provided under subparagraph V.D.
- E) In the event of non-payment of any invoice within the ninety (90) days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with the Laws of 2013 and ECL § 71-4003. If such failure to pay is after the issuance of the Certificate of Completion (COC), enforcement shall include revocation of the COC and loss of any liability protection.

VI) Disposition of Site

- A) In the event that there is a Disposition of the Site or any portion of such Site, the Municipality is required to reimburse the State the amount owed. The amount owed shall consist of the "value of the Disposition of the Site" less the Municipal costs allowed to offset such value. The maximum amount of money owed the State is defined as an amount of money, not to exceed the State's costs incurred for the investigation and remediation of this Site under this NYWII ERP Agreement and any prior ERP State Assistance Contract (SAC) or Agreement for this Site. The Municipality's allowed costs consist of taxes owed to the Municipality upon acquisition and the Municipality's share of the Project costs (related to the disposed property) provided under this NYWII ERP Agreement as well as any costs allowed under the prior ERP SAC or Agreement for this Site.

For purposes of this subparagraph, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists, if the Site is disposed by transfer of title, of the higher of the Site's sale price or the Site's fair market value at time of sale; or, if the Site is disposed by lease, the higher of the present worth of the stream of rent over a 30 year period beginning the effective date of this NYWII ERP Agreement or the present worth of the fair market value of the stream of rent over the same 30 year period. However, if the Site is located in an economic development zone or in a zone equivalent area, as those terms are defined in Sections 957 and 959(bb), respectively, of the General Municipal Law; or if the Site is located in a project area that is the subject of a redevelopment plan approved by Municipality's legislative body under Article 18-B of the General Municipal Law; or if the Site will be used to maintain or expand the supply of housing for persons of low income and families of low income as Section 2 of the Private Housing Finance Law defines them, then if the Site is disposed by sale, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists of the Site's sale price, and if the Site is disposed by lease, the present worth of the stream of rent over a 30 year period beginning the effective date of this NYWII ERP Agreement.

- B) If the Municipality disposes of the Site by sale to a responsible party, the disposition must be at fair market value. Additionally, the Municipality shall collect from such responsible party, in addition to such other consideration, an amount of money constituting the amount of Project costs incurred by the State under this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site plus accrued interest and transaction costs. The Municipality shall pay such funds immediately to the Department for deposit into an appropriate account.

VII) Cost Recovery

- A) The State hereby reserves the right to seek to recover the full amount of any Project Costs incurred by the State under this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site through litigation brought under Article 56 of the ECL or other statute or under the common law, or through cooperative agreements, with responsible parties, other than the following:
 - 1) The Municipality; and
 - 2) any successor in title to the Site, any lessee of the Site, and any person that provides financing to the Municipality, such successor in title, or such lessee relative to the remediation, restoration, or redevelopment of the Site, that did not generate, arrange for, transport, or dispose, and did not cause the generation, arrangement for, transportation, or disposal of any hazardous substance located at the Site and did not own the Site before the Municipality acquired title to the Site.
- B) The Municipality shall assist the Department and/or the State in compelling responsible parties to bear the cost of the Project by providing upon request by the Department all

information that exists as of the start of the term of this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site that identifies the Site's responsible parties and all other information acquired during the course of the Project's implementation.

- C) Upon approval by the Department, the Municipality may make efforts to recover costs from responsible parties. The Municipality hereby agrees to provide the Department with timely advance written notice of any negotiations, proposed agreements, proposed settlements or legal action by which recovery is sought. The Municipality further agrees not to commence such legal action nor enter into any such proposed agreement or settlement without the approval of the Department.
- D) If any responsible party payments and/or other responsible party consideration become available to the Municipality during or after the completion of an environmental restoration project, the Municipality shall immediately notify the Department of such availability. The State is entitled to its share of the amount recovered from the responsible party under this NYWII ERP Agreement and any prior ERP SAC or Agreement for this Site. If the Municipality shall fail to make such payment to the State within sixty (60) days of receipt of any responsible party payment (or within ninety (90) days of signing this NYWII ERP Agreement, if the payment was received before the NYWII ERP Agreement was signed), the Department may take measures provided for by law.

If any responsible party payments are received prior to entering into this Agreement, the Municipality must pay the State ninety (90) percent of such payments, unless such payments were received for remedial activities conducted under any prior ERP SAC or Agreement for this Site.

The Municipality agrees that it will immediately notify the Department in writing of its receipt of funds from other sources for any of the Municipality's expenditures incurred pursuant to this NYWII ERP Agreement. Any such funds shall first be applied to the Municipality project share. Any additional funds shall then be applied to the State's share of the project costs.

VIII) Liability Protection

As set forth at ECL § 56-0509, the Municipality and applicable successors and assigns shall be entitled to certain liability protections, subject to the terms and conditions stated therein, upon the issuance of a COC for the Site by the Department. However, if the Municipality or its successor or assigns fails to comply with the EE and/or the SMP for the Site after the issuance of the COC, the Department reserves its right to revoke the COC and rescind any release of liability granted to the Municipality pursuant to ECL Article 56.

IX) Indemnification

The Municipality shall indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries

and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Municipality, its agents, employees, or contractors related to this Site.

X) Change of Use

The Municipality shall notify the Department at least sixty (60) days in advance of any change of use as defined in ECL § 56-0511, which is proposed for the Site. In the event that the proposed change of use is inconsistent with the remedial program, the Department shall notify the Municipality of such determination within forty-five (45) days of receipt of such notice. In such event, the Municipality shall not implement the proposed change of use.

XI) Environmental Easement

A) If the Department's issuance of a ROD relies upon one or more institutional and/or engineering controls, the Department shall provide an EE for signature. The authorized representative for the Municipality shall within sixty (60) days of receipt of the EE, sign and submit it to the Department for execution. The Municipality's submittal shall satisfy the statutory and regulatory requirements of law as set forth in ECL Article 71, Title 36 and 6 NYCRR Part 375. The executed EE shall be recorded with the recording officer for the county in which the Site is located.

B) The Municipality or the owner of the Site may petition the Department to modify or extinguish the EE filed pursuant to this NYWII ERP Agreement at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

C) Engineering and Institutional Controls

1) In the event that engineering and/or institutional controls are components of the remedy selected in the Department's ROD pertaining to the Site, the Department will cause the development of a plan to ensure that such controls are continually maintained in the manner satisfactory to the Department. The Municipality and its successors in title, lessees and lenders are prohibited from challenging the imposition or continuance of such controls, and failure to implement or comply with the Department-approved plan or to maintain such controls constitute a violation of this NYWII ERP Agreement and for the duration of such failure, the release and indemnification granted pursuant to ECL § 56-0509.1 shall have no force and effect.

2) The municipality's or successors' in title, lessees' and lenders' failure to cure such violation of engineering or institutional controls in the time period set by the Department will result in the Department seeking recovery of any funds expended on the Site and permanent revocation of any release and indemnification.

XII) Site Lease/Transfer Conditions

The Municipality shall not enter into any lease or transfer title to, the Site or any portion of it until the Municipality binds itself and its lessees and its successors in title, to the following conditions:

- A) The Site will not be used for the use set forth in Paragraph II or any less restrictive use until it is remediated. The Site may continue to be used for the purpose for which it is being used as of the start of the term of this NYWII ERP Agreement if the Department or DOH has not found that the existing state of contamination is such as to prohibit such use from continuing, giving due regard for public health and environmental protection; and
- B) If, before an EE for the Site is executed and recorded, the Municipality wishes to subdivide the Site into separate parcels, it may do so after submitting a change of use notice pursuant to 375-1.11(d).
- C) If a Municipality wishes to sell all or part of a Site before it is remediated, the Municipality's successor in title must first agree to remediate all such parcels under Department oversight in accordance with the Department's ROD and any such parcel cannot be used for the use set forth in Paragraph II or any less restrictive use until it is remediated. The Site may continue to be used for the purpose for which it is being used as of the start of the term of this NYWII ERP Agreement if the Department or DOH has not found that the existing state of contamination is such as to prohibit such use from continuing, giving due regard for public health and environmental protection.

XIII) Communications

A) All written communications required by this NYWII ERP Agreement shall be transmitted by electronic mail unless otherwise specified by the DER project manager.

1) Communication from the Municipality shall be sent to:

(i) George Heitzman, P.E., Director
Remedial Bureau C
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233
(518) 402-9662
george.heitzman@dec.ny.gov

(ii) Krista Anders, Director
Bureau of Environmental Exposure Investigation
New York State Department of Health

Empire State Plaza
Corning Tower, Room 1787
Albany, New York 12237
Email: krista.anders@health.ny.gov

- (iii) Andrew Guglielmi, Esq.
NYSDEC Office of General Counsel
625 Broadway
14th Floor
Albany, New York 12233-1500
Phone: (518) 402-9185
Email: andrew.guglielmi@dec.ny.gov

2) Communication from the Department to the Municipality shall be sent to:

Jeffrey Graham, Mayor
City of Watertown
245 Washington Street
Watertown, New York 13601
Phone: 315-785-7730
Email: kmix@watertown-ny.gov

- B) The Department and the Municipality reserve the right to designate additional or different addressees for communication on written notice to the other.
- C) Each party shall notify the other within ninety (90) days after any change in the addresses listed in this Paragraph.

XIV) Completion or Termination of NYWII ERP Agreement

- A) If the Municipality complies with the requirements of applicable State and federal laws and regulations and with the terms of this NYWII ERP Agreement, the Department shall issue a COC. This NYWII ERP Agreement shall end when the Department issues the COC.
- B) The Department may terminate this NYWII ERP Agreement without prejudice or waiver of any other rights the State has if the Municipality fails to comply with any of the requirements of applicable State or federal laws and regulations or with any of the requirements of this NYWII ERP Agreement. The Department shall provide written notification to the Municipality of its breach of contract, setting forth in writing the basis for termination of the NYWII ERP Agreement and allowing the Municipality a reasonable and specific amount of time within which to cure its breach. If the Municipality does not cure its breach of contract within the period of time allowed by the Department, this NYWII ERP Agreement shall terminate on the date set forth in the letter ("Termination Letter"). The Department shall notify the Municipality of the amount of money that the Municipality owes the State for repayment of State costs incurred for the

Project, including the Department's oversight costs and for any other costs incurred by the State in administering and terminating the Municipality's environmental restoration remediation project ("Demand Letter"). The Municipality agrees that if this NYWII ERP Agreement is terminated by the Department under this Subparagraph B:

- 1) the Municipality, a successor in title, lessee and lender are not entitled to claim any liability limitation benefits provided under ECL § 56-0509 because the Municipality has failed to satisfy the requirement of ECL § 56-0509 (1)(a)(I) to comply with all of the terms and conditions of the NYWII ERP Agreement; and
- 2) the Municipality shall pay to the Department an amount of money constituting the amount of Project costs incurred by the State under this NYWII ERP Agreement plus accrued interest and transaction costs, with interest thereon as provided by law, within 45 days of the Municipality's receipt of the Department's Demand Letter.

C) The Municipality may terminate this NYWII ERP Agreement without prejudice or waiver of any other rights within thirty (30) days of receiving notice of the completion of the Remedial Design if the associated engineer's estimate of project costs exceeds the costs as set forth in Paragraph V.A by at least three times. The requirement for the Municipality to pay ten percent (10%) of the Project cost committed up to the date of termination survives the termination.

XV) If this NYWII ERP Agreement is completed or terminated, the following requirements shall survive such completion or termination: Paragraphs VI (Disposition of Site), VII (Cost Recovery), and XII (Site Lease/Transfer Conditions).

If this NYWII ERP Agreement is terminated, the following requirements shall survive such termination: Paragraphs II (Allowable Use), IV (Entry upon Site), V (Payment of State Costs), X (Change of Use), XI (Environmental Easement), and XIII (Communications).

XVI) Miscellaneous

- A) The Municipality shall file all appropriate forms for registration and closure for all known or identified petroleum bulk storage tanks on the Site, and/or all known or identified chemical bulk storage tanks on the Site to allow proper registration and/or closure of all such tanks.
- B) The Department is exempt from the requirement to obtain any State or local permit or other authorization for any activity conducted pursuant to 6 NYCRR Part 375.
- C) The Municipality shall cooperate with the Department to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform the obligations under this NYWII ERP Agreement.
- D) The Municipality shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this NYWII ERP Agreement.

- E) The paragraph headings set forth in this NYWII ERP Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this NYWII ERP Agreement.
- F) The terms of this NYWII ERP Agreement shall constitute the complete and entire agreement between the Department and Municipality concerning the implementation of the activities required by this NYWII ERP Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this NYWII ERP Agreement shall be binding unless made in writing and subscribed by both parties. In the event of a conflict between the terms of this NYWII ERP Agreement and any Work Plan submitted pursuant to this NYWII ERP Agreement, the terms of this NYWII ERP Agreement shall control over the terms of the Work Plan(s). The Municipality consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this NYWII ERP Agreement and further agrees not to contest the validity of this NYWII ERP Agreement or its terms.
- G) Unless otherwise expressly provided herein, terms used in this NYWII ERP Agreement which are defined in ECL Article 56 or in 6 NYCRR Part 375 shall have the meaning assigned to them under said statute or regulations.
- H) The Municipality's obligation under this NYWII ERP Agreement represents payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty. This NYWII ERP Agreement does not constitute a permit and does not confer upon the Municipality the right to engage in the Contemplated Use or any other use of the Site for any particular purpose.
- I) No delay or omission on the part of either party in exercising any right under this NYWII ERP Agreement shall operate as a waiver of such right or of any other right under this NYWII ERP Agreement. A waiver shall not be construed as a bar to any right and/or remedy. No waiver or consent shall be binding unless it is in writing and executed by the Department and the Municipality.
- J) This NYWII ERP Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.
- K) The effective date of this NYWII ERP Agreement is the date it is signed by the Commissioner or the Commissioner's designee after all other parties have signed.
- L) The Municipality acknowledges that it has read, understands, and agrees to abide by all the terms set forth in this NYWII ERP Agreement.

M) In accordance with Section 41 of the State Finance Law, the State shall have no liability under this NYWII ERP Agreement beyond funds available for this NYWII ERP Agreement.

N) Notwithstanding any provision to the contrary, the Department expressly reserves its rights to postpone, suspend, abandon or terminate this NYWII ERP Agreement, and such actions shall in no event be deemed a breach of this NYWII ERP Agreement.

DATED:

JOSEPH J. MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Robert W. Schick, P.E., Director
Division of Environmental Remediation

CONSENT BY MUNICIPALITY

Municipality hereby consents to the issuing and entering of this Agreement, waives Municipality's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Municipality's Name:

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

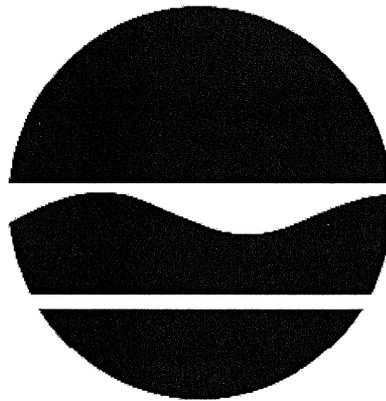
On the ____ day of _____ in the year 20__ , before me, the undersigned, personally appeared _____ (*full name*) personally known to me who, being duly sworn, did depose and say that he/she resides at _____ (*full mailing address*) and that he/she is the _____ of the _____ (*full legal name of municipality*), the municipality described in and which executed the above instrument; and that he/she signed his/her name thereto as authorized by said municipality.

Notary Public, State of New York _____

Exhibit A
Record of Decision

RECORD OF DECISION

Sewall's Island
Environmental Restoration Project
Watertown, Jefferson County
Site No. E623021
March 2013



Prepared by
Division of Environmental Remediation
New York State Department of Environmental Conservation

DECLARATION STATEMENT - RECORD OF DECISION

Sewall's Island
Environmental Restoration Project
Watertown, Jefferson County
Site No. E623021
March 2013

Statement of Purpose and Basis

This document presents the remedy for the Sewall's Island site, an environmental restoration site. The remedial program was chosen in accordance with the New York State Environmental Conservation Law and Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York (6 NYCRR) Part 375.

This decision is based on the Administrative Record of the New York State Department of Environmental Conservation (the Department) for the Sewall's Island site and the public's input to the proposed remedy presented by the Department. A listing of the documents included as a part of the Administrative Record is included in Appendix B of the ROD.

Description of Selected Remedy

The elements of the selected remedy are as follows:

1. A remedial design program will be implemented to provide the details necessary for the construction, operation, maintenance, and monitoring of the remedial program. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy as per Department guidance, DER-31. The major green remediation components are as follows:

- Considering the environmental impacts of treatment technologies and remedy stewardship over the long term;
- Reducing direct and indirect greenhouse gas and other emissions; increasing energy efficiency and minimizing use of non-renewable energy;
- Conserving and efficiently managing resources and materials;
- Reducing waste, increasing recycling and increasing reuse of materials which will otherwise be considered a waste;
- Maximizing habitat value and creating habitat when possible;
- Fostering green and healthy communities and working landscapes which balance ecological,

economic and social goals; and

- Integrating the remedy with the end use where possible and encouraging green and sustainable re-development.

2. A site cover will be required to allow for commercial use of the site. The site cover will be required on the main portion of the site located on Sewall's Island and on the parcels located to the north and south of the island along Water Street and Huntington Street. The cover will consist of either structures such as buildings, pavement or sidewalks comprising the site development or a soil cover in areas where the upper one foot of exposed surface soil will exceed the applicable SCOs. Where the soil cover is required it will be a minimum of one foot of soil, meeting the commercial SCOs for cover material as set forth in 6 NYCRR Part 375-6.7(d), placed over a demarcation layer.

3. Imposition of an institutional control in the form of an environmental easement for the controlled property that:

- requires the remedial party or site owner to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8(h)(3);

- allows the use and development of the controlled property for commercial and industrial use defined by Part 375-1.8(g), although land use is subject to local zoning laws;

- restricts the use of groundwater as a source of potable or process water, without necessary water quality treatment as determined by the NYSDOH or County DOH;

- prohibits agriculture or vegetable gardens on the controlled property; and

- requires compliance with the Department approved Site Management Plan.

4. A Site Management Plan is required, which includes the following:

a. an Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the following institutional and/or engineering controls remain in place and effective:

- Institutional Controls: The Environmental Easement discussed above; and

- Engineering Controls: The soil cover system discussed above.

This plan includes, but may not be limited to:

- an Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination;

- descriptions of the provisions of the environmental easement including any land use and

groundwater use restrictions;

- a provision for evaluation of the potential for soil vapor intrusion for any buildings developed on the island portion of the site, including provision for implementing actions recommended to address exposures related to soil vapor intrusion;
- monitoring for vapor intrusion for any buildings occupied or developed on the island portion of the site, as may be required by the Institutional and Engineering Control Plan discussed above.
- provisions for the management and inspection of the identified engineering controls;
- maintaining site access controls and Department notification; and
- the steps necessary for the periodic reviews and certification of the institutional and/or engineering controls.

b. a Monitoring Plan to assess the performance and effectiveness of the remedy. The plan includes, but may not be limited to:

- monitoring of groundwater to assess the performance and effectiveness of the remedy;
- a schedule of monitoring and frequency of submittals to the Department; and
- monitoring for vapor intrusion for any buildings developed on the site, as may be required by the Institutional and Engineering Control Plan discussed above.

c. an Operation and Maintenance (O&M) Plan to ensure continued operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy. The plan includes, but is not limited to:

- compliance monitoring of treatment systems to ensure proper O&M as well as providing the data for any necessary permit or permit equivalent reporting;
- maintaining site access controls and Department notification; and
- providing the Department access to the site and O&M records.

New York State Department of Health Acceptance

The New York State Department of Health (NYSDOH) concurs that the remedy for this site is protective of human health.

Declaration

The selected remedy is protective of human health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action to the extent practicable, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies, to the maximum extent practicable, and satisfies the preference for remedies that reduce toxicity, mobility, or volume as a principal element.

Date

Robert W. Schick, P.E., Director
Division of Environmental Remediation

RECORD OF DECISION

Sewall's Island
Watertown, Jefferson County
Site No. E623021
March 2013

SECTION 1: SUMMARY AND PURPOSE

The New York State Department of Environmental Conservation (the Department), in consultation with the New York State Department of Health (NYSDOH), has selected a remedy for the above referenced site. The disposal of contaminants at the site has resulted in threats to public health and the environment that would be addressed by the remedy. The disposal or release of contaminants at this site, as more fully described in this document, has contaminated various environmental media. Contaminants include hazardous waste and/or petroleum. The remedy is intended to attain the remedial action objectives identified for this site for the protection of public health and the environment. This Record of Decision (ROD) identifies the selected remedy, summarizes the other alternatives considered, and discusses the reasons for selecting the remedy.

The 1996 Clean Water/ Clean Air Bond Act provides funding to municipalities for the investigation and cleanup of brownfields. Brownfields are abandoned, idled, or under-used properties where redevelopment is complicated by real or perceived environmental contamination. They typically are former industrial or commercial properties where operations may have resulted in environmental contamination. Brownfields often pose not only environmental, but legal and financial burdens on communities. Under the Environmental Restoration Program, the state provides grants to municipalities to reimburse up to 90 percent of eligible costs for site investigation and remediation activities. Once remediated, the property can then be reused.

The Department has issued this document in accordance with the requirements of New York State Environmental Conservation Law and 6 NYCRR Part 375. This document is a summary of the information that can be found in the site-related reports and documents.

SECTION 2: CITIZEN PARTICIPATION

The Department seeks input from the community on all remedies. A public comment period was held, during which the public was encouraged to submit comment on the proposed remedy. All comments on the remedy received during the comment period were considered by the Department in selecting a remedy for the site. Site-related reports and documents were made available for review by the public at the following document repository:

Roswell P. Flower Memorial Library

Attn: Document Repository
229 Washington Street
Watertown, NY 13601
Phone: 315-785-7705

A public meeting was also conducted. At the meeting, the findings of the remedial investigation (RI) and the alternatives analyses (AA) were presented along with a summary of the proposed remedy. After the presentation, a question-and-answer period was held, during which verbal or written comments were accepted on the proposed remedy.

Comments on the remedy received during the comment period are summarized and addressed in the responsiveness summary section of the ROD.

Receive Site Citizen Participation Information By Email

Please note that the Department's Division of Environmental Remediation (DER) is "going paperless" relative to citizen participation information. The ultimate goal is to distribute citizen participation information about contaminated sites electronically by way of county email listservs. Information will be distributed for all sites that are being investigated and cleaned up in a particular county under the State Superfund Program, Environmental Restoration Program, Brownfield Cleanup Program, Voluntary Cleanup Program, and Resource Conservation and Recovery Act Program. We encourage the public to sign up for one or more county listservs at <http://www.dec.ny.gov/chemical/61092.html>

SECTION 3: SITE DESCRIPTION AND HISTORY

Site Location: The site is primarily located on an island in the Black River near Pearl Streets in the City of Watertown, Jefferson County and includes parcels on the north and south banks as well. The site is approximately 15 acres in size and contains five parcels on Sewall Island, two parcels on Huntington Street to the south, and four parcels on Water Street to the north.

Site Features: The main site features include the concrete pads and foundations of industrial buildings that have been razed, fill, debris, driveways, and a railroad bed. The site is mostly level. The Black River divides at the eastern end of the island, flows around both the north and south sides and merges again to the west. The island is connected to the shore by two bridges at the north and south along Pearl Street.

Current Zoning and Use: The site is currently inactive and is zoned for commercial use. The surrounding properties are currently used for a combination of commercial and light industrial, road ways and utility right-of-ways. The nearest residential areas are located approximately 300 feet north and south of the site across the Black River.

Past Uses of the Site: The site was used as an industrial foundry from the mid-1800s until the early 1990s. Most recently the site was home to the Bagley and Sewall Company, a maker of paper manufacturing machines. Operations at the site which may have contributed to its contamination include iron, steel, and brass casting, pulp grinding, machining, painting, sanding

and paper milling. An on-site landfill for the disposal of foundry sand, with varying amounts of coke, slag, brick, metal, concrete and large pieces of the hardened impurities from the casting process was located southwest of the rail bed, and encompassed an approximately two acre area.

Site Geology and Hydrogeology: The site is comprised of fill overlying bedrock. Groundwater is found approximately 8-10 feet below grade and fluctuates with the Black River elevation. Groundwater flow is to the north and is consistent with the flow of the Black River.

A site location map is attached as Figure 1.

SECTION 4: LAND USE AND PHYSICAL SETTING

The Department may consider the current, intended, and reasonably anticipated future land use of the site and its surroundings when evaluating a remedy for soil remediation. For this site, alternatives (or an alternative) that restrict(s) the use of the site to commercial use (which allows for industrial use) as described in Part 375-1.8(g) were/was evaluated in addition to an alternative which would allow for unrestricted use of the site.

A comparison of the results of the RI to the appropriate standards, criteria and guidance values (SCGs) for the identified land use and the unrestricted use SCGs for the site contaminants is included in the Tables for the media being evaluated in Exhibit A.

SECTION 5: ENFORCEMENT STATUS

Potentially Responsible Parties (PRPs) are those who may be legally liable for contamination at a site. This may include past or present owners and operators, waste generators, and haulers.

No PRPs have been documented to date.

Since no viable PRPs have been identified, there are currently no ongoing enforcement actions. However, legal action may be initiated at a future date by the state to recover state response costs should PRPs be identified. City of Watertown will assist the state in its efforts by providing all information to the state which identifies PRPs. City of Watertown will also not enter into any agreement regarding response costs without the approval of the Department.

SECTION 6: SITE CONTAMINATION

6.1: Summary of the Remedial Investigation

A Remedial Investigation (RI) has been conducted. The purpose of the RI was to define the nature and extent of any contamination resulting from previous activities at the site. The field activities and findings of the investigation are described in the RI Report.

The following general activities are conducted during an RI:

- Research of historical information,

- Geophysical survey to determine the lateral extent of wastes,
- Test pits, soil borings, and monitoring well installations,
- Sampling of waste, surface and subsurface soils, groundwater, and soil vapor,
- Sampling of surface water and sediment,
- Ecological and Human Health Exposure Assessments.

The analytical data collected on this site includes data for:

- groundwater
- soil

6.1.1: Standards, Criteria, and Guidance (SCGs)

The remedy must conform to promulgated standards and criteria that are directly applicable or that are relevant and appropriate. The selection of a remedy must also take into consideration guidance, as appropriate. Standards, Criteria and Guidance are hereafter called SCGs.

To determine whether the contaminants identified in various media are present at levels of concern, the data from the RI were compared to media-specific SCGs. The Department has developed SCGs for groundwater, surface water, sediments, and soil. The NYSDOH has developed SCGs for drinking water and soil vapor intrusion. The tables found in Exhibit A list the applicable SCGs in the footnotes. For a full listing of all SCGs see: <http://www.dec.ny.gov/regulations/61794.html>

6.1.2: RI Results

The data have identified contaminants of concern. A "contaminant of concern" is a contaminant that is sufficiently present in frequency and concentration in the environment to require evaluation for remedial action. Not all contaminants identified on the property are contaminants of concern. The nature and extent of contamination and environmental media requiring action are summarized in Exhibit A. Additionally, the RI Report contains a full discussion of the data. The contaminant(s) of concern identified at this site is/are:

ACETONE	Chrysene
NAPHTHALENE	DIBENZ[A,H]ANTHRACENE
TOLUENE	indeno(1,2,3-cd)pyrene
PHENOL	CHROMIUM
BENZO(B)FLUORANTHENE	COPPER
BENZO(A)PYRENE	LEAD
BENZO[K]FLUORANTHENE	MERCURY
BENZ(A)ANTHRACENE	ZINC

1,2,4-TRIMETHYLBENZENE

As illustrated in Exhibit A, the contaminant(s) of concern exceed the applicable SCGs for:

- groundwater
- soil

6.2: Interim Remedial Measures

An interim remedial measure (IRM) is conducted at a site when a source of contamination or exposure pathway can be effectively addressed before issuance of the Record of Decision.

The following IRM(s) has/have been completed at this site based on conditions observed during the RI.

Soil and Drum Removal IRM

During the Remedial Investigation (RI) buried drums were identified in the on-site landfill. A total of 42 drums were removed that contained residual petroleum products, paint, solid waste, solvents and mineral spirits. In addition, mercury-contaminated soil was identified on the northern parcel between Water Street and the northern branch of the Black River. The IRM removed all drummed materials and the mercury-contaminated soils for proper disposal. Confirmatory soil sampling was conducted to verify that the soil cleanup objectives for the protection of groundwater were achieved. The work was conducted the fall of 2009.

Free Product Recovery IRM

During the Remedial Investigation (RI) a small area of free product petroleum was identified on the south side of the site, on the eastern side of the Pearl Street Bridge Crossing. The free product was found to have accumulated in a depression on top of the bedrock, ranging in thickness from less than an inch, up to several feet. During elevated groundwater periods, an oily sheen could be seen migrating out of the river bank into the Black River. Because this area was adjacent to a steep embankment of the Black River and the Pearl Street Bridge foundation, an excavation program was not possible. In the fall of 2011, the free product recovery IRM was implemented which included the installation of eight extraction wells and the use of a total fluid vacuum extraction system to extract groundwater and petroleum product. The extraction system operated from September to December 2011 and recovered 850 gallons of petroleum for proper disposal and treated 55,000 gallons of contaminated groundwater. The IRM reduced the free product levels to non-detect.

6.3: Summary of Environmental Assessment

This section summarizes the assessment of existing and potential future environmental impacts presented by the site. Environmental impacts may include existing and potential future exposure pathways to fish and wildlife receptors, wetlands, groundwater resources, and surface water.

Based upon the resources and pathways identified and the toxicity of the contaminants of ecological concern at this site, a Fish and Wildlife Resources Impact Analysis (FWRIA) was deemed not necessary for OU 01.

Based upon the remedial investigation conducted, the primary contaminants of concern in the soil and groundwater are volatile organic compounds, semi-volatile organic compounds and metals. Groundwater has been impacted with VOCs that include 1,2,4-trimethylbenzene, acetone, naphthalene and toluene; and SVOCs including 2-methylphenol, naphthalene and phenol. Surface soils exceed the commercial SCOs for SVOCs including benzo(a)pyrene, benzo(b)fluoranthene and dibenzo(a,h)anthracene; and metals including arsenic and copper. Subsurface soils show exceedence of the protection of groundwater SCOs for VOCs including 1,2,4-trimethylbenzene, acetone and naphthalene; SVOCs including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, and indeno(1,2,3-cd)pyrene; and metals including arsenic, cadmium, chromium, copper, lead, mercury, nickel and selenium.

6.4: Summary of Human Exposure Pathways

This human exposure assessment identifies ways in which people may be exposed to site-related contaminants. Chemicals can enter the body through three major pathways (breathing, touching or swallowing). This is referred to as *exposure*.

The island portion of the site is completely fenced, which restricts public access. However, if persons were to enter the site or were to use the unfenced Water Street parcel that has remaining contamination, they could come in contact with contaminants in the soil by walking on the site, digging or otherwise disturbing the soil. People are not drinking the contaminated groundwater because the area is served by a public water supply that is not affected by this contamination. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently, there are no occupied buildings on the site. However, the potential may exist for the inhalation of site contaminants due to soil vapor intrusion for any future buildings developed and occupied on the island portion of the site.

6.5: Summary of the Remediation Objectives

The objectives for the remedial program have been established through the remedy selection process stated in 6 NYCRR Part 375. The goal for the remedial program is to restore the site to pre-disposal conditions to the extent feasible. At a minimum, the remedy shall eliminate or mitigate all significant threats to public health and the environment presented by the contamination identified at the site through the proper application of scientific and engineering principles.

The remedial action objectives for this site are:

Groundwater

RAOs for Public Health Protection

- Prevent ingestion of groundwater with contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of volatiles, from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer to pre-disposal/pre-release conditions, to the extent practicable.
- Prevent the discharge of contaminants to surface water.
- Remove the source of ground or surface water contamination.

Soil

RAOs for Public Health Protection

- Prevent ingestion/direct contact with contaminated soil.

RAOs for Environmental Protection

- Prevent migration of contaminants that would result in groundwater or surface water contamination.

Soil Vapor

RAOs for Public Health Protection

- Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into buildings at a site.

SECTION 7: SUMMARY OF THE SELECTED REMEDY

To be selected the remedy must be protective of human health and the environment, be cost-effective, comply with other statutory requirements, and utilize permanent solutions, alternative technologies or resource recovery technologies to the maximum extent practicable. The remedy must also attain the remedial action objectives identified for the site, which are presented in Section 6.5. Potential remedial alternatives for the Site were identified, screened and evaluated in the alternatives analysis (AA) report.

A summary of the remedial alternatives that were considered for this site is presented in Exhibit B. Cost information is presented in the form of present worth, which represents the amount of money invested in the current year that would be sufficient to cover all present and future costs associated with the alternative. This enables the costs of remedial alternatives to be compared on a common basis. As a convention, a time frame of 30 years is used to evaluate present worth costs for alternatives with an indefinite duration. This does not imply that operation, maintenance, or monitoring would cease after 30 years if remediation goals are not achieved. A summary of the Remedial Alternatives Costs is included as Exhibit C.

The basis for the Department's remedy is set forth at Exhibit D.

The selected remedy is referred to as the Site Cover with Institutional Controls remedy.

The estimated present worth cost to implement the remedy is \$625,000. The cost to construct the remedy is estimated to be \$550,000 and the estimated average annual cost is \$5,000.

The elements of the selected remedy are as follows:

1. A remedial design program will be implemented to provide the details necessary for the construction, operation, maintenance, and monitoring of the remedial program. Green remediation principles and techniques will be implemented to the extent feasible in the design, implementation, and site management of the remedy as per Department guidance, DER-31. The major green remediation components are as follows:

- Considering the environmental impacts of treatment technologies and remedy stewardship over the long term;
- Reducing direct and indirect greenhouse gas and other emissions; increasing energy efficiency and minimizing use of non-renewable energy;
- Conserving and efficiently managing resources and materials;
- Reducing waste, increasing recycling and increasing reuse of materials which will otherwise be considered a waste;
- Maximizing habitat value and creating habitat when possible;
- Fostering green and healthy communities and working landscapes which balance ecological, economic and social goals; and
- Integrating the remedy with the end use where possible and encouraging green and sustainable re-development.

2. A site cover will be required to allow for commercial use of the site. The site cover will be required on the main portion of the site located on Sewall's Island and on the parcels located to the north and south of the island along Water Street and Huntington Street. The cover will consist of either structures such as buildings, pavement or sidewalks comprising the site development or a soil cover in areas where the upper one foot of exposed surface soil will exceed the applicable SCOs. Where the soil cover is required it will be a minimum of one foot of soil, meeting the commercial SCOs for cover material as set forth in 6 NYCRR Part 375-6.7(d), placed over a demarcation layer.

3. Imposition of an institutional control in the form of an environmental easement for the controlled property that:

- requires the remedial party or site owner to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8(h)(3);

- allows the use and development of the controlled property for commercial and industrial use defined by Part 375-1.8(g), although land use is subject to local zoning laws;
- restricts the use of groundwater as a source of potable or process water, without necessary water quality treatment as determined by the NYSDOH or County DOH;
- prohibits agriculture or vegetable gardens on the controlled property; and
- requires compliance with the Department approved Site Management Plan.

4. A Site Management Plan is required, which includes the following:

a. an Institutional and Engineering Control Plan that identifies all use restrictions and engineering controls for the site and details the steps and media-specific requirements necessary to ensure the following institutional and/or engineering controls remain in place and effective:

- Institutional Controls: The Environmental Easement discussed above; and
- Engineering Controls: The soil cover system discussed above.

This plan includes, but may not be limited to:

- an Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination;
- descriptions of the provisions of the environmental easement including any land use and groundwater use restrictions;
- a provision for evaluation of the potential for soil vapor intrusion for any buildings developed on the island portion of the site, including provision for implementing actions recommended to address exposures related to soil vapor intrusion;
- monitoring for vapor intrusion for any buildings occupied or developed on the island portion of the site, as may be required by the Institutional and Engineering Control Plan discussed above.
- provisions for the management and inspection of the identified engineering controls;
- maintaining site access controls and Department notification; and
- the steps necessary for the periodic reviews and certification of the institutional and/or engineering controls.

b. a Monitoring Plan to assess the performance and effectiveness of the remedy. The plan includes, but may not be limited to:

- monitoring of groundwater to assess the performance and effectiveness of the remedy;

- a schedule of monitoring and frequency of submittals to the Department; and
 - monitoring for vapor intrusion for any buildings developed on the site, as may be required by the Institutional and Engineering Control Plan discussed above.
- c. an Operation and Maintenance (O&M) Plan to ensure continued operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy. The plan includes, but is not limited to:
- compliance monitoring of treatment systems to ensure proper O&M as well as providing the data for any necessary permit or permit equivalent reporting;
 - maintaining site access controls and Department notification; and
 - providing the Department access to the site and O&M records.

Exhibit A
Sewall Island Site
Site Number E623021

Nature and Extent of Contamination

This section describes the findings of the Remedial Investigation for all environmental media that were evaluated. As described in Section 6.1, samples were collected from various environmental media to characterize the nature and extent of contamination.

For each medium, a table summarizes the findings of the investigation. The tables present the range of contamination found at the site in the media and compares the data with the applicable SCGs for the site. The contaminants are arranged into volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides/ polychlorinated biphenyls (PCBs), and inorganics (metals and cyanide). For comparison purposes, the SCGs are provided for each medium that allows for unrestricted use. For soil, if applicable, the Restricted Use SCGs identified in Section 6.1.1 are also presented.

Waste/Source Areas

As described in the RI report, waste/source materials were identified at the site and are impacting groundwater, soil and soil vapor.

Wastes are defined in 6 NYCRR Part 375-1.2 (aw) and include solid, industrial and/or hazardous wastes. Source Areas are defined in 6 NYCRR Part 375 (au). Source areas are areas of concern at a site where substantial quantities of contaminants are found which can migrate and release significant levels of contaminants to another environmental medium.

Waste and source areas were identified at the site within the former landfill area and the petroleum impact area. During the RI buried drums were identified in an on-site landfill. The majority of the landfill is composed of foundry sand, with varying amounts of coke, slag, brick, metal, and concrete. The landfill area also contains large pieces of the hardened impurities from the molten metal that were used for casting at the site. A total of 42 drums were removed that contained residual petroleum products, paint, solid waste, solvents and mineral spirits. In addition, mercury-contaminated soil was identified on the northern parcel found between Water Street and the northern branch of the Black River. As part of the RI a small area of free product petroleum was identified. The free product was found to have accumulated in a depression on top of the bedrock, ranging in thickness from less than an inch, up to several feet. During elevated groundwater periods, an oily sheen was seen migrating out of the river bank into the Black River.

The buried drums and free product petroleum identified at the site were addressed by the IRM(s) described in Section 6.2.

Groundwater

The following summarizes the results of groundwater sampling of the nine (9) monitoring wells installed during the RI (Figure 3).

Table 1 - Groundwater

Detected Constituents	Concentration Range Detected (ppb) ^a	SCG ^b (ppb)	Frequency Exceeding SCG
VOCs			
1,2,4-Trimethylbenzene	ND – 21	5	1 out of 9
Acetone	ND – 78	50	1 out of 9
Chloroform	ND – 8.3	7	1 out of 9
Isopropyl Benzene	ND – 11	5	1 out of 9
Naphthalene	ND - 22	10	1 out of 9
n-Butylbenzene	ND – 5.1	5	1 out of 9
n-Propylbenzene	ND – 13	5	1 out of 9
Sec-Butylbenzene	ND – 5.2	5	1 out of 9
Toluene	ND – 190	5	1 out of 9
SVOCs			
2-Methylphenol	ND – 51	1	1 out of 9
Naphthalene	ND – 16	10	1 out of 9
Phenol	ND – 4.8 J	1	1 out of 9
Inorganics			
Antimony	ND – 4.7 B	3	1 out of 9
Iron	ND – 14,300	300	6 out of 9
Manganese	7.6 B – 347	300	1 out of 9
Sodium	5,490 – 322,000	20,000	5 out of 9

a - ppb: parts per billion, which is equivalent to micrograms per liter, ug/L, in water.

b- SCG: Standard Criteria or Guidance - Ambient Water Quality Standards and Guidance Values (TOGs 1.1.1), 6 NYCRR Part 703, Surface water and Groundwater Quality Standards, and Part 5 of the New York State Sanitary Code (10 NYCRR Part 5).

J=Estimated Value

B=Compound detected below reporting limit

Based on the findings of the RI, the past disposal of hazardous waste has resulted in the contamination of groundwater. The site contaminants that are considered to be the primary contaminants of concern which will drive the remediation of groundwater to be addressed by the remedy selection process are: VOCs, SVOCs and metals.

Surface Soil

Surface soil samples were collected from 0 to 2 inches below grade at forty-one (41) locations on the island and on the parcels along Water Street to the north and Huntington Street to the south. These samples were analyzed for semi-volatile organic compounds VOCs, SVOC, PCBs and metals (Figure 4). The results of the surface soil sampling program are presented below:

Table 2 - Soil

Detected Constituents	Concentration Range Detected (ppm) ^a	Unrestricted SCO ^b (ppm)	Frequency Exceeding Unrestricted SCO	Commercial Use SCO ^c (ppm)	Frequency Exceeding Restricted SCO
SVOCs					
Benzo(a)anthracene	0.16 J – 2.9	1	3 out of 41	5.6	0 out of 41
Benzo(a)pyrene	0.41 J – 6.2	1	4 out of 41	1	4 out of 41
Benzo(b)fluoranthene	0.27 J – 9	1	4 out of 41	1	4 out of 41
Benzo(k)fluoranthene	ND – 4.5	0.8	4 out of 41	56	0 out of 41
Chrysene	0.19 J – 4.9	1	4 out of 41	56	0 out of 41
Dibenzo(a,h)anthracene	ND – 2.7	0.33	3 out of 41	0.56	3 out of 41
Indeno(1,2,3-cd)pyrene	ND – 7	0.5	4 out of 41	11	0 out of 41
Inorganics					
Arsenic	1.5 -19.9	13	1 out of 41	16	1 out of 41
Chromium	5.4 – 50.8	1	41 out of 41	400	0 out of 41
Copper	11 – 811	50	6 out of 41	270	1 out of 41
Lead	15.1 – 193E	63	8 out of 41	1,000	0 out of 41
Mercury	0.062 – 0.35	0.18	4 out of 41	2.8	0 out of 41
Nickel	4.3 – 41.7	30	2 out of 41	310	0 out of 41
Selenium	1.4 – 5.5	3.9	3 out of 41	1,500	0 out of 41
Zinc	27.2 – 543 E	109	6 out of 41	10,000	0 out of 41
Pesticides/PCBs					
Aroclor 1254	ND – 0.14	0.1	2 out of 41	1	0 out of 41

a - ppm: parts per million, which is equivalent to milligrams per kilogram, mg/kg, in soil;

b - SCG: Part 375-6.8(a), Unrestricted Soil Cleanup Objectives.

c - SCG: Part 375-6.8(b), Commercial Use Soil Cleanup Objectives for the Protection of Public Health.

Based on the findings of the Remedial Investigation, the past disposal of hazardous waste has resulted in the contamination of soil. The site contaminants identified in surface soil which are considered to be the primary contaminants of concern, to be addressed by the remedy selection process are, SVOC and metals.

Sub-Surface Soil

Subsurface soil samples were collected from the ground surface to bedrock as part of the remedial investigation work plan. Thirty two (32) subsurface boring and fifty one (51) test pit subsurface soil samples were obtained for analysis (Figure 5). The results of the sub-surface soil investigation are presented below:

Table 3 - Soil

Detected Constituents	Concentration Range Detected (ppm) ^a	Protection of Groundwater SCO ^b (ppm)	Frequency Exceeding Unrestricted SCO	Commercial Use SCO ^c (ppm)	Frequency Exceeding Restricted SCO
VOCs					
1,2,4-Trimethylbenzene	ND – 5.5	3.6	1 out of 83	190	0 out of 83
Acetone	ND – 2.56	0.050	1 out of 83	500	0 out of 83
Naphthalene	ND – 55	12	1 out of 83	500	0 out of 83
SVOCs					
Benzo(a)anthracene	ND – 24	1	19 out of 83	5.6	7 out of 83
Benzo(a)pyrene	ND – 28	22	2 out of 83	1	18 out of 83
Benzo(b)fluoranthene	ND – 40	1.7	14 out of 83	1	21 out of 83
Benzo(k)fluoranthene	ND – 20	1.7	9 out of 83	56	0 out of 83
Chrysene	ND – 32	1	20 out of 83	56	0 out of 83
Dibenzo(a,h)anthracene	ND – 9.3	1,000	0 out of 83	0.56	13 out of 83
Indeno(1,2,3-cd)pyrene	ND – 24	8.2	2 out of 83	5.6	6 out of 83
Inorganics					
Arsenic	ND – 80.1	16	6 out of 83	16	6 out of 83
Barium	13.5E – 590	820	0 out of 83	400	2 out of 83
Cadmium	ND – 9.1	7.5	1 out of 83	9.3	0 out of 83
Chromium	4.0E – 267	19	5 out of 83	400	0 out of 83
Copper	8.8 – 6320	1,720	5 out of 83	270	16 out of 83
Lead	5.8 – 10,100	450	5 out of 83	1,000	4 out of 83
Mercury	ND – 714	0.73	21 out of 83	2.8	16 out of 83
Nickel	6.7E – 860	130	9 out of 83	310	1 out of 83
Selenium	1.4 – 5.5	3.9	3 out of 83	1,500	0 out of 83

a - ppm: parts per million, which is equivalent to milligrams per kilogram, mg/kg, in soil;

b - SCG: Part 375-6.8(a), Protection of groundwater Soil Cleanup Objectives.

c - SCG: Part 375-6.8(b), Commercial Use Soil Cleanup Objectives.

Based on the findings of the Remedial Investigation, the past disposal of hazardous waste has resulted in the contamination of soil. The site contaminants identified in sub-surface soil which are considered to be the primary contaminants of concern, to be addressed by the remedy selection process are SVOCs and metals.

Exhibit B
Sewall Island Site
Site Number E623021

Description of Remedial Alternatives

The following alternatives were considered based on the remedial action objectives (see Section 6.5) to address the contaminated media identified at the site as described in Exhibit A.

Alternative 1: No Further Action

The No Further Action Alternative recognizes the remediation of the site completed by the IRM(s) described in Section 6.2. This alternative leaves the site in its present condition and does not provide any additional protection of the environment.

Alternative 2: Site Cover with Institutional Controls

The Site Cover with Institutional Controls alternative includes the installation of a site cover over all areas where soil contamination has been observed above commercial use SCOs, institutional controls (environmental easement) and development of a SMP.

Present Worth: \$625,000
Capital Cost:..... \$550,000
Annual Costs (0-30 years): \$5,000

Alternative 3: Restoration to Pre-Disposal or Unrestricted Conditions

This alternative achieves all of the SCGs discussed in Section 6.1.1 and Exhibit A and soil meets the unrestricted use SCOs listed in Part 375-6.8 (a). Under this alternative, approximately 263,650 tons of soil that exceed the unrestricted use SCOs would be excavated for off-site disposal. The site would be dewatered during the removal to excavate in the dry and to control stormwater. Post remediation groundwater monitoring would be conducted for a period of time to demonstrate that groundwater standards were being achieved.

Capital Cost:..... \$2,154,000
Annual Costs (0-3 years): \$5,000

Exhibit C
Sewall Island Site
Site Number E623021

Remedial Alternative Costs

Remedial Alternative	Capital Cost (\$)	Annual Costs (\$)	Total Present Worth (\$)
No Action	0	0	0
Site Cover with Institutional Controls	550,000	5,000	625,000
Restoration to Pre-Disposal or Unrestricted Conditions	2,154,000	5,000	2,154,000

SUMMARY OF THE PROPOSED REMEDY

The Department is proposing Alternative 2, Site Cover with Institutional Controls, as the remedy for this site. Alternative 2 would achieve the remediation goals for the site by developing institutional and engineering controls to control future use of the site through an environmental easement, site management plan and cover system. The elements of this remedy are described in Section 7.

Basis for Selection

The proposed remedy is based on the results of the RI and the evaluation of alternatives. The criteria to which potential remedial alternatives are compared are defined in 6 NYCRR Part 375. A detailed discussion of the evaluation criteria and comparative analysis is included in the AA report.

The first two evaluation criteria are termed "threshold criteria" and must be satisfied in order for an alternative to be considered for selection.

1. Protection of Human Health and the Environment. This criterion is an overall evaluation of each alternative's ability to protect public health and the environment.

The proposed remedy Alternative #2 would satisfy this criterion by covering all soils that exceed the commercial SCOs, restricting the use of groundwater and addressing the potential for human exposure related to soil vapor intrusion. Alternative 1 (No Further Action) does not provide any additional protection to public health and the environment and will not be evaluated further. Alternative 3, by removing all soil contaminated above the unrestricted soil cleanup objectives, meets the threshold criteria.

2. Compliance with New York State Standards, Criteria, and Guidance (SCGs). Compliance with SCGs addresses whether a remedy will meet environmental laws, regulations, and other standards and criteria. In addition, this criterion includes the consideration of guidance which the Department has determined to be applicable on a case-specific basis.

Alternative 2 complies with SCGs to the extent practicable. It addresses source areas of contamination and complies with the restricted use soil cleanup objectives at the surface through construction of a cover system and implementation of institutional controls. Alternative 3 also complies with this criterion. Because Alternatives 2 and 3 satisfy the threshold criteria, the remaining criteria are particularly important in selecting a final remedy for the site.

The next six "primary balancing criteria" are used to compare the positive and negative aspects of each of the remedial strategies.

3. Long-term Effectiveness and Permanence. This criterion evaluates the long-term effectiveness of the remedial alternatives after implementation. If wastes or treated residuals remain on-site after the selected remedy has been implemented, the following items are evaluated: 1) the magnitude of the remaining risks, 2) the adequacy of the engineering and/or institutional controls intended to limit the risk, and 3) the reliability of

these controls.

Long-term effectiveness is best accomplished by those alternatives involving excavation of the contaminated overburden soils (Alternative 3). Alternative 2 does not require any further soil removal beyond the IRMs already performed. Although Alternative 2 is not permanent, placement of a soil cover with Site Management and institutional controls will be effective in the long-term.

4. Reduction of Toxicity, Mobility or Volume. Preference is given to alternatives that permanently and significantly reduce the toxicity, mobility or volume of the wastes at the site.

Alternative 2 would control migration of contaminants to the surrounding surface waters with a soil cover, but will not reduce the toxicity, or volume of contaminants remaining. Alternative 3, excavation and off-site disposal, reduces the toxicity, mobility and volume of on-site waste by transferring the material to an approved off-site location.

5. Short-term Impacts and Effectiveness. The potential short-term adverse impacts of the remedial action upon the community, the workers, and the environment during the construction and/or implementation are evaluated. The length of time needed to achieve the remedial objectives is also estimated and compared against the other alternatives.

Alternatives 2 and 3 both have short-term impacts which could be controlled (e.g. air monitoring, dust control, green technologies). Alternative 2 is considered more sustainable because there are less environmental impacts caused by the trucking and equipment emissions. However, these can be minimized with engineering controls. Alternative 3 would have significant short-term impacts such as traffic, noise and dust associated with large-scale excavation, trucking and backfill activities. The time needed to achieve the remediation goals is the shortest for Alternative 2 and longer for Alternative 3.

6. Implementability. The technical and administrative feasibility of implementing each alternative are evaluated. Technical feasibility includes the difficulties associated with the construction of the remedy and the ability to monitor its effectiveness. For administrative feasibility, the availability of the necessary personnel and materials is evaluated along with potential difficulties in obtaining specific operating approvals, access for construction, institutional controls, and so forth.

Alternative 2 is very implementable. There are concerns with the implementability of Alternative 3, including excavation of soils along the banks of the Black River and near the Pearl Street Bridges. Excavation near the bridge abutments may be structurally difficult if not prohibited.

7. Cost-Effectiveness. Capital costs and annual operation, maintenance, and monitoring costs are estimated for each alternative and compared on a present worth cost basis. Although cost-effectiveness is the last balancing criterion evaluated, where two or more alternatives have met the requirements of the other criteria, it can be used as the basis for the final decision.

The costs of the alternatives vary significantly. Alternative 2 has a low cost and contaminated soil would be addressed by institutional and engineering controls. With its large volume of soil to be handled, Alternative 3 (excavation and off-site disposal) would have the highest total cost.

8. Land Use. When cleanup to pre-disposal conditions is determined to be infeasible, the Department may consider the current, intended, and reasonable anticipated future land use of the site and its surroundings in the

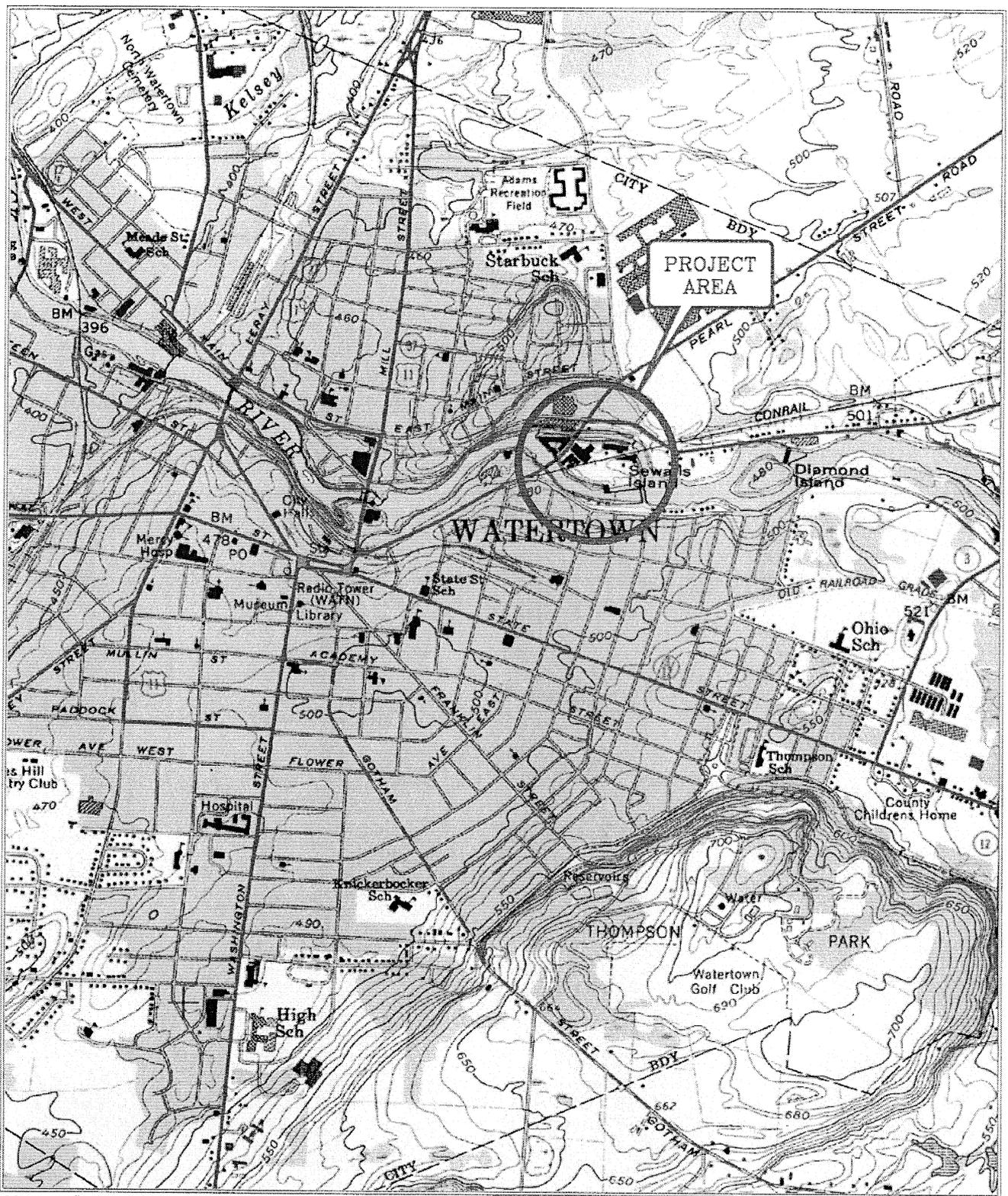
selection of the soil remedy.

Since the reasonably anticipated use of the site is commercial, Alternative 2 is compatible with this criterion, although some contaminated soil would remain on the property. Alternative 3 would achieve a higher level of cleanup that would be compatible with agriculture and single family homes.

The final criterion, Community Acceptance, is considered a "modifying criterion" and is taken into account after evaluating those above. It is evaluated after public comments on the Proposed Remedial Action Plan have been received.

9. Community Acceptance. Concerns of the community regarding the investigation, the evaluation of alternatives, and the PRAP are evaluated. A responsiveness summary will be prepared that describes public comments received and the manner in which the Department will address the concerns raised. If the selected remedy differs significantly from the proposed remedy, notices to the public will be issued describing the differences and reasons for the changes.

Alternative 2 is being proposed because, as described above, it satisfies the threshold criteria and provides the best balance of the balancing criterion.



SCALE: 1" = 2000'

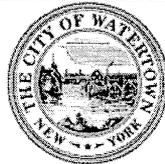


FIGURE 1. SITE LOCATION MAP

SEWALL'S ISLAND PROJECT
CITY OF WATERTOWN
JEFFERSON COUNTY NEW YORK

DATE:	MARCH 2012
SCALE:	1:24,000
DRAWN BY:	DLS
MAP SOURCE:	WATERTOWN QUADRANGLE NEW YORK - JEFFERSON COUNTY 7.5 MINUTE SERIES (TOPOGRAPHIC) 1959, PHOTOREVISED 1982



DATE: MARCH 2012
 SCALE: 1" = 200'-0"
 DESIGNED/DRAWN/CHECKED: LMN/DLS/CLA
 MAP SOURCE: SURVEY MAP OF LANDS OF CITY OF WATERTOWN
 (WATER STREET, WATER STREET, HUNTINGTON STREET & SEWELL'S ISLAND)

CITY OF WATERTOWN
 SEWELL'S ISLAND
 WATERTOWN, NEW YORK

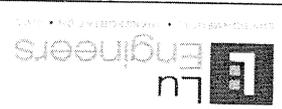
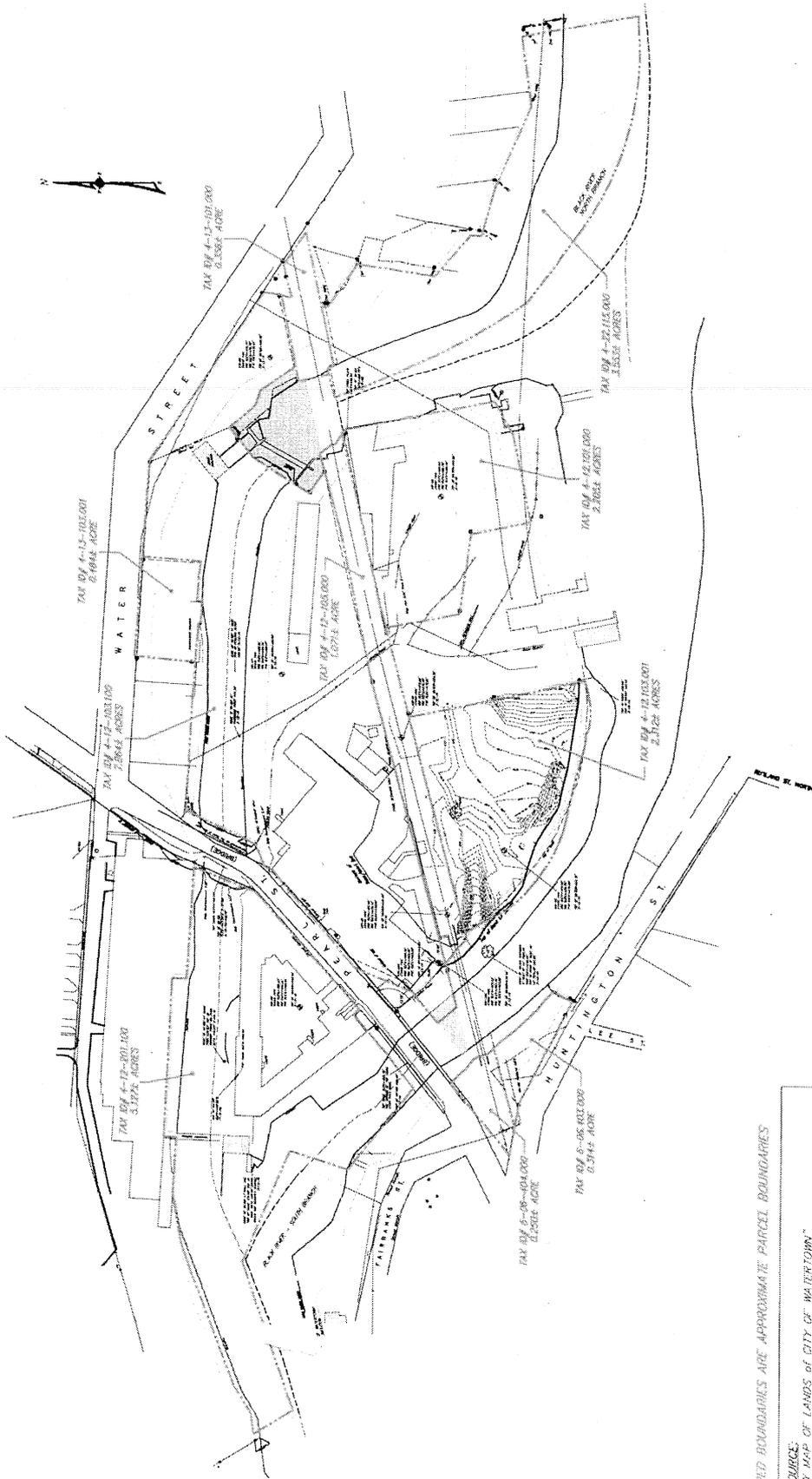
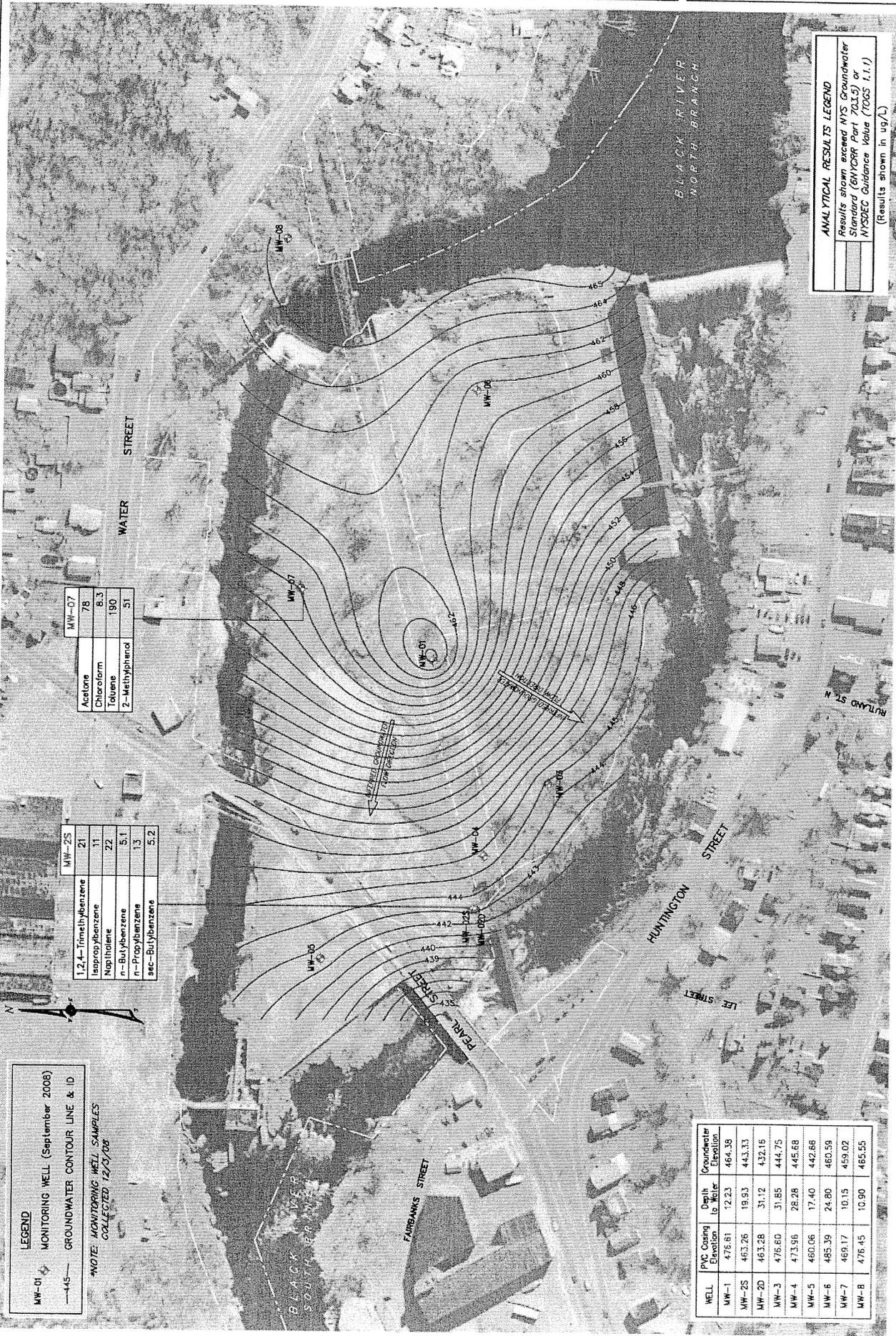


FIGURE 2. SITE PLAN



MAP SOURCE:
 SURVEY MAP OF LANDS OF CITY OF WATERTOWN
 WATER STREET, WATER STREET, HUNTINGTON STREET & SEWELL'S ISLAND
 OCTOBER 27, 2008
 CITY OF WATERTOWN / COUNTY OF STEVENSON, STATE OF NEW YORK
 CYMO ARCHITECTURE, ENGINEERING, LAND SURVEYING, P.C.
 270 STERLING STREET, WATERTOWN, NEW YORK 13601
 TOPD AND MONITORING BELLS SURVEYED AND ADDED
 BY LU ENGINEERS, NOVEMBER 5, 2008.

APPROXIMATE PARCEL BOUNDARIES



ANALYTICAL RESULTS LEGEND

Results shown exceed NYS Groundwater
 Standards (66 NYCRR Part 700.3) or
 NYSDEC Guidance Value (1000 T.1.1.)
 (Results shown in ug/L)

	MW-07
AceTone	78
Chloroform	8.3
Toluene	190
2-Methylphenol	51

	MW-25
1,2,4-Trimethylbenzene	21
Isopropylbenzene	11
Naphthalene	22
n-Butylbenzene	5.1
n-Propylbenzene	1.3
sec-Butylbenzene	5.2

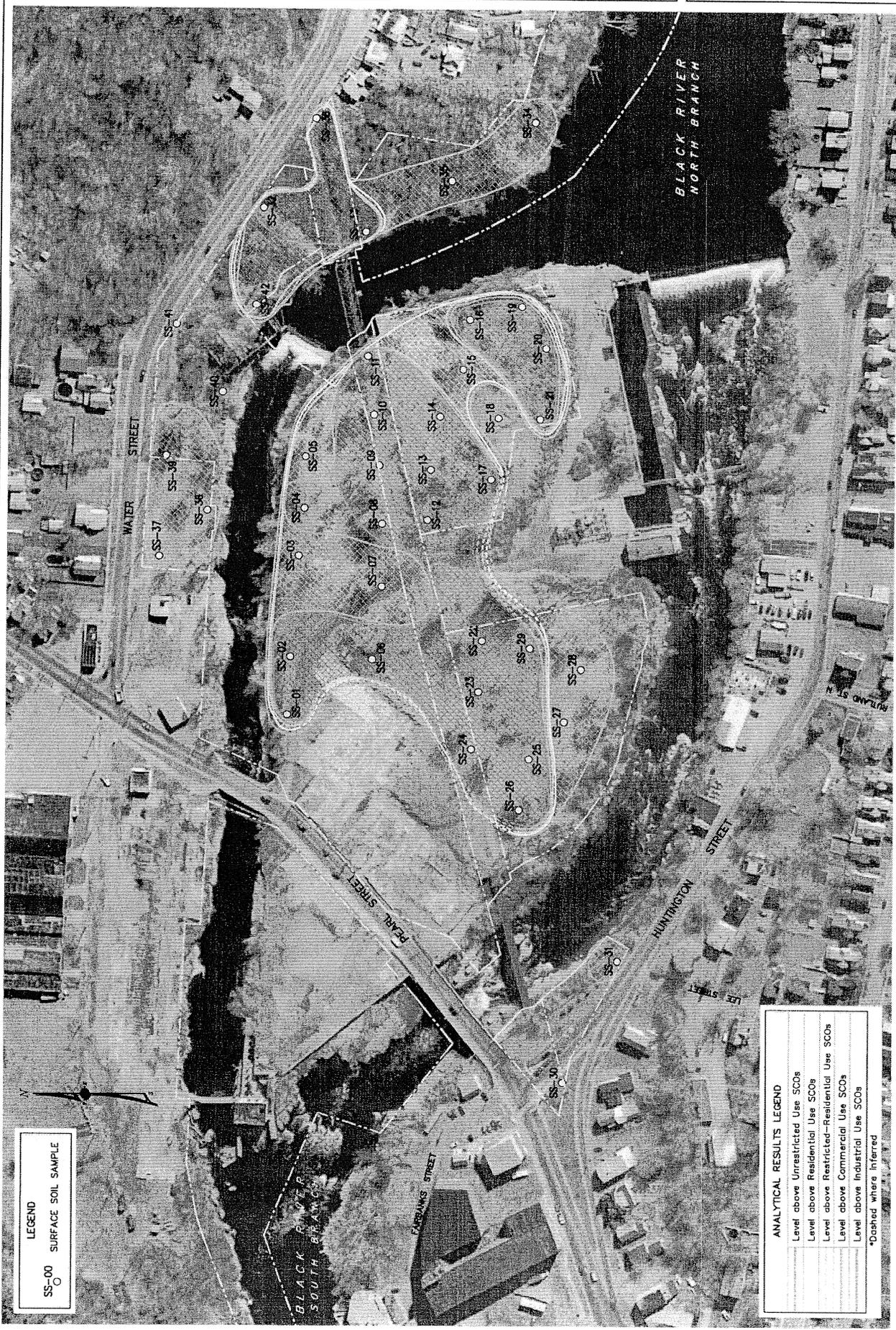
LEGEND
 MW-01 MONITORING WELL (September 2008)
 -45- GROUNDWATER CONTOUR LINE & ID

NOTE: MONITORING WELL SAMPLES COLLECTED 12/23/08

WELL	PVC Casing Elevation	Depth to Water	Groundwater Elevation
MW-1	476.81	12.23	464.58
MW-25	463.26	19.53	443.73
MW-20	463.28	31.12	432.15
MW-3	476.60	31.85	444.75
MW-4	473.96	28.28	445.68
MW-5	480.06	17.40	462.66
MW-6	485.39	24.80	460.59
MW-7	469.17	10.15	459.02
MW-8	476.45	10.90	465.55

DATE: MARCH 2012
 SCALE: 1" = 150'-0"
 DESIGNED/DRAWN/CHECKED: CMK/DLS/QLA
 MADE SOURCE
 NEW YORK STATE DIGITAL ORTHOPHOTOGRAPHY PROGRAM
 03 DATA - HIGH RESOLUTION MAINTY, 2008

FIGURE 4 SURFACE SOIL SAMPLE RESULTS
 CITY OF WATERTOWN
 SEWALL'S ISLAND
 WATERTOWN, NEW YORK

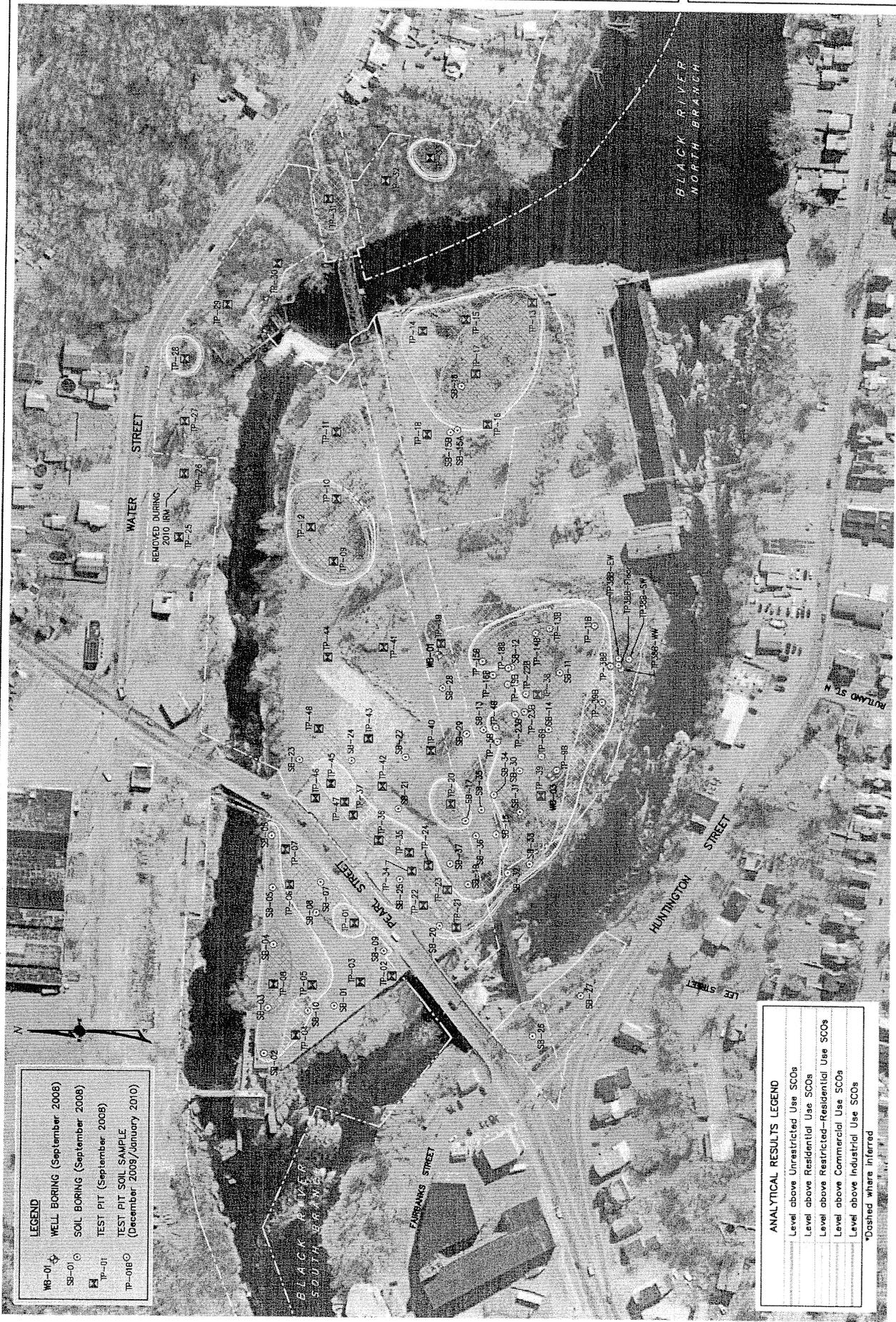


LEGEND
 SS-00
 ○ SURFACE SOIL SAMPLE

ANALYTICAL RESULTS LEGEND
 Level above Unrestricted Use SCOs
 Level above Residential Use SCOs
 Level above Restricted-Residential Use SCOs
 Level above Commercial Use SCOs
 Level above Industrial Use SCOs
 *Dashed where inferred

DATE: MARCH 2012
 SCALE: 1" = 150'-0"
 DESIGNED/DRAWN/CHECKED: CMK/DLS/DLA
 MAKE SURE NEW YORK STATE DATA ORIGINATOR PROGRAM
 03 DATA - HIGH RESOLUTION MAPS 2008

Figure 5
 SUBSURFACE SOIL SAMPLE RESULTS
 CITY OF WATERTOWN
 SEWALL'S ISLAND
 WATERTOWN, NEW YORK

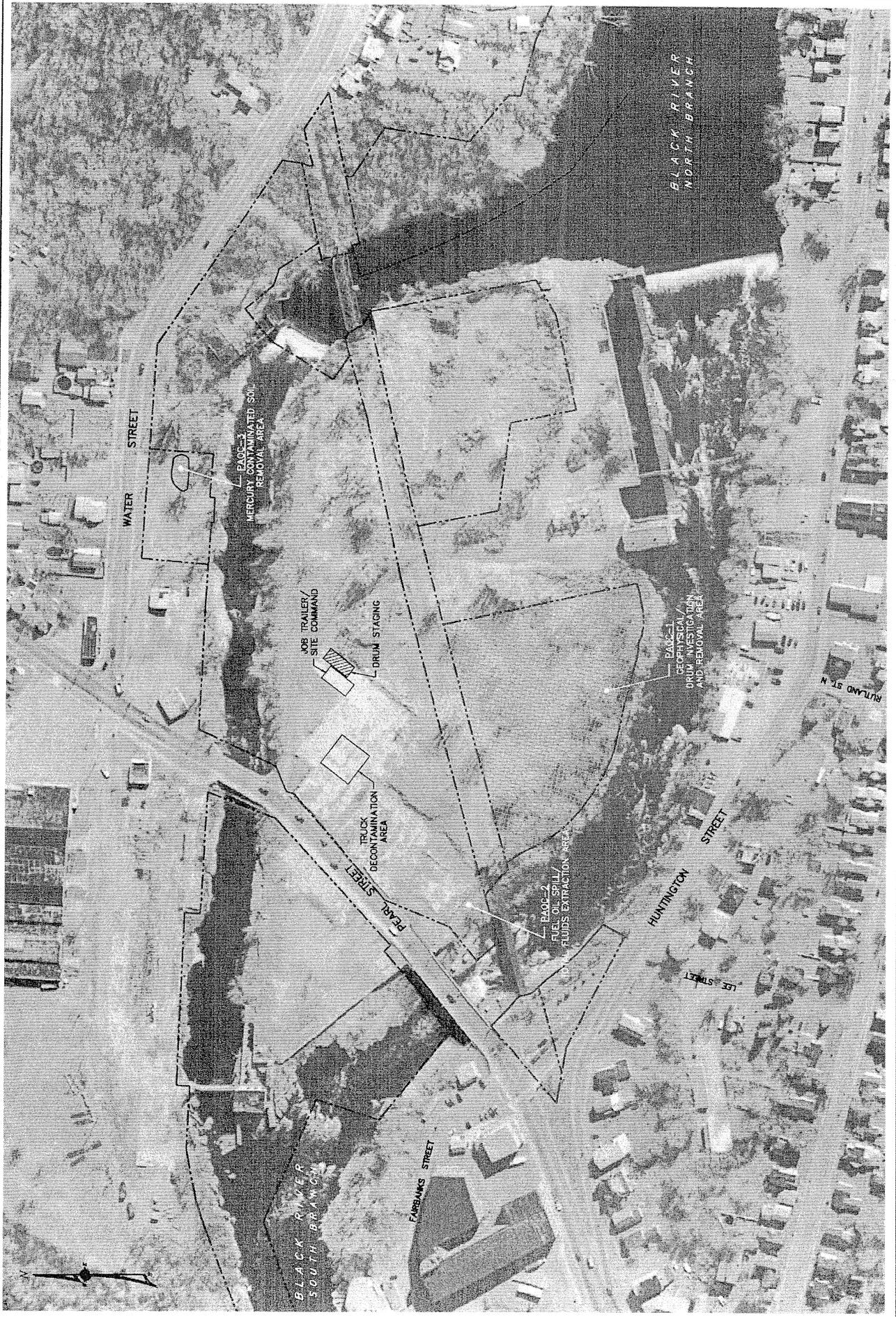


LEGEND
 WB-01 ♀ WELL BORING (September 2008)
 SB-01 ○ SOIL BORING (September 2008)
 TP-01 ☒ TEST PIT (September 2008)
 TP-01B ○ TEST PIT SOIL SAMPLE (December 2008/January 2010)

ANALYTICAL RESULTS LEGEND
 Level above Unrestricted Use SCOs
 Level above Residential Use SCOs
 Level above Restricted-Residential Use SCOs
 Level above Commercial Use SCOs
 Level above Industrial Use SCOs
 *Dashed where inferred

DATE: MARCH 2012
SCALE: 1" = 150'-0"
DESIGNED/DRAWN/CHECKED: CMK/DLS/CLA
IMAGE SOURCE: AERIAL STATE DIGITAL ORTHORECTIC PROGRAM 505 DATA - HIGH RESOLUTION MARKET 2008

Figure 6 TRM SITE PLAN
POTENTIAL AREAS OF CONCERN (PAOC)
 CITY OF WATERLOO
 SEWELL'S ISLAND
 WATERLOO, NEW YORK



APPENDIX A

Responsiveness Summary

Responsiveness Summary

**Sewall's Island
Environmental Restoration Project
City of Watertown, Jefferson County, New York
Site No. E623021**

The Proposed Remedial Action Plan (PRAP) for the Sewall's Island site was prepared by the New York State Department of Environmental Conservation (the Department) in consultation with the New York State Department of Health (NYSDOH) and was issued to the document repositories on February 1, 2013. The PRAP outlined the remedial measure proposed for the contaminated soil and groundwater at the Sewall's Island site.

The release of the PRAP was announced by sending a notice to the public contact list, informing the public of the opportunity to comment on the proposed remedy.

A public meeting was held on March 5, 2013, which included a presentation of the remedial investigation and alternative analysis (RI/AA) for the Sewall's Island site as well as a discussion of the proposed remedy. The meeting provided an opportunity for citizens to discuss their concerns, ask questions and comment on the proposed remedy. These comments have become part of the Administrative Record for this site. The public comment period for the PRAP ended on March 18, 2013.

This responsiveness summary responds to all questions and comments raised during the public comment period. The following are the comments received, with the Department's responses:

COMMENT 1:

Can the site be used for something else besides commercial use, such as restricted residential?

RESPONSE 1:

Not in accordance with the selected remedy which, after the remedial actions identified by the ROD have been completed, requires an environmental easement to restrict the use of the site to commercial use, which would also allow the site to be used for industrial use. To allow the site to be used for restricted residential use additional remediation would be required. The City of Watertown, the ERP applicant, determined the land use they sought for the site.

COMMENT 2:

Were surface soil samples taken on the Brookfield Renewable Energy Group (Brookfield) site located on the southern end of Sewall's Island?

RESPONSE 2:

No, surface samples were not obtained from the Brookfield property. The Brookfield property is off-site and not part of the Sewall's Island ERP site. The work plan identified sample locations on the Brookfield site, however permission for access was not granted. Sampling around the perimeter of the Brookfield property did not identify any significant issues. In addition, there was no evidence of site contamination migrating toward or near the Brookfield Property.

COMMENT 3:

Is the red line on Figure 4 the limits of where the soil cover will be placed?

RESPONSE 3:

Figure 4 of the Proposed Remedial Action Plan and ROD depicts the surface soil impacts and compares the results to the unrestricted and industrial SCOs. The soil cover limit is depicted by the orange line. The red line identifies the areas in surface soils that exceed the industrial SCOs.

Brookfield Renewable Energy Group (Brookfield) submitted a letter dated March 18, 2013 which included the following comments:

COMMENT 4:

The City of Watertown should conduct remedial design phase soil sampling on the Brookfield parcel to confirm that the site has not impacted offsite properties. Brookfield requests that a draft soil sampling work plan be provided in advance for its review and input on proposed sampling locations. An access agreement between Brookfield, the City of Watertown and its engineers will be required for this sampling.

RESPONSE 4:

Sampling around the perimeter of the site did not indicate that contamination has migrated from the ERP site to the Brookfield property. While it is recognized that there is a history of industrial use at the Brookfield property, the obligations of the ERP do not extend to off-site properties, unless the ERP site is deemed to be the source of any off-site impacts. For these reasons, no sampling of the Brookfield property will be required as part of the ERP project.

COMMENT 5:

The component of the proposed remedy consisting of the one foot of soil cover in areas that exceed the commercial Soil Cleanup Objectives ("SCOs") should be extended to Brookfield's parcel if the soil sampling requested above confirms impacts exceeding the commercial SCOs. An access agreement will be required if placement of the soil cover is necessary.

RESPONSE 5:

See Response 4.

COMMENT 6:

Brookfield requests a copy of the final Site Management Plan.

RESPONSE 6: why they are not part of the site

A copy of the final Site Management Plan will be provided to Brookfield, when developed.

APPENDIX B

Administrative Record

Administrative Record

**Sewall's Island
Environmental Restoration Project
City of Watertown, Jefferson County, New York
Site No. E623021**

1. Proposed Remedial Action Plan for the Sewall's Island site, dated February 2013, prepared by the Department.
2. The Department and the City of Watertown entered into a State Assistance Contract, Contract No. C303560, dated April 22, 2008.
3. The Department and the City of Watertown entered into a State Assistance Contract, Contract No. C303560, Amendment No. 1, dated February 25, 2010.
4. The Department and the City of Watertown entered into a State Assistance Contract, Contract No. C303560, Amendment No. 2, dated April 6, 2011.
5. The Department and the City of Watertown entered into a State Assistance Contract, Contract No. C303560, Amendment No. 3, dated March 26, 2012.
6. The Department and the City of Watertown entered into a State Assistance Contract, Contract No. C303560, Amendment No. 4, dated October 10, 2010.
7. Remedial Investigation Work Plan, prepared by Lu Engineers, dated October 2007.
8. Interim Remedial Work Plan, prepared by Lu Engineers, dated August 31, 2009.
9. Interim Remedial Work Plan Pilot Test, prepared by Lu Engineers, dated September 3, 2010.
10. Final Engineering Report for Remedial Investigation, Interim Remedial Measures and Alternative Analysis, prepared by Lu Engineers, dated May 2012.



MEMORANDUM

TO: George Heitzman, Director, Remedial Bureau C

FROM: Peter Ouderkerk *PO* Project Manager, through Peter Taylor *PT*, RHWRE

SUBJECT: Sewall's Island, Site No. E623021, Watertown (C), Jefferson County
Minor Change to Record of Decision

DATE: October 21, 2014

The March 26, 2013 Record of Decision (ROD) for this site requires a site cover for commercial reuse of the site. The site cover includes a soil cover in areas where the upper one foot of exposed surface soil exceeds the commercial SCOs. The soil cover must be a minimum of one foot thick, must meet the commercial SCOs for cover material as set forth in 6NYCRR Part 375-6.7(d), and must be placed over a demarcation layer.

On October 15, 2014, the Department received a letter from the City of Watertown (see attached) requesting that the Record of Decision be modified to allow active recreation, (i.e., restricted residential use) on a portion of the site: tax parcels 4-12-103.001, 4-12-105.000, 4-12-101.000, 4-12-107.000, and 4-13-101.000 consisting of approximately 5.6 acres. The proposed amendment to the ROD will require that a soil cover be installed in areas where the upper **two feet** of exposed surface soil exceeds the **restricted residential** SCOs. In these areas the soil cover must be a minimum of **two feet** thick, must meet the **restricted residential** SCOs for cover material as set forth in 6NYCRR Part 375-6.7(d), and must be placed over a demarcation layer. The current soil cover requirement for the remaining parcels remains unchanged.

The capital cost to construct the remedy was estimated at \$550,000. The modification will require an additional 9,040 cubic yards of soil to cover the 5.6 acres with an additional one foot of soil. The City has estimated that this will increase the cost to construct the remedy by approximately \$150,000 for a total estimated construction cost of \$700,000.

We believe this constitutes a minor change to the ROD, and if approved, we will notify the City of the change.

George Heitzman 10/30/14

Approved

Exhibit B
Site Description

Portions of the following tax parcels within the City of Watertown located above the high water level of the Black River, to be defined by metes and bounds and by reference to a recorded map showing its boundaries and bearing the seal and signature of a licensed land surveyor:

- 4-12-201.100
- 4-12-103.100
- 4-13-103.001
- 4-22-115.000
- 6-06-404.000
- 6-06-403.000
- 4-12-103.001
- 4-12-105.000
- 4-12-101.000
- 4-13-101.000
- 4-12-107.000

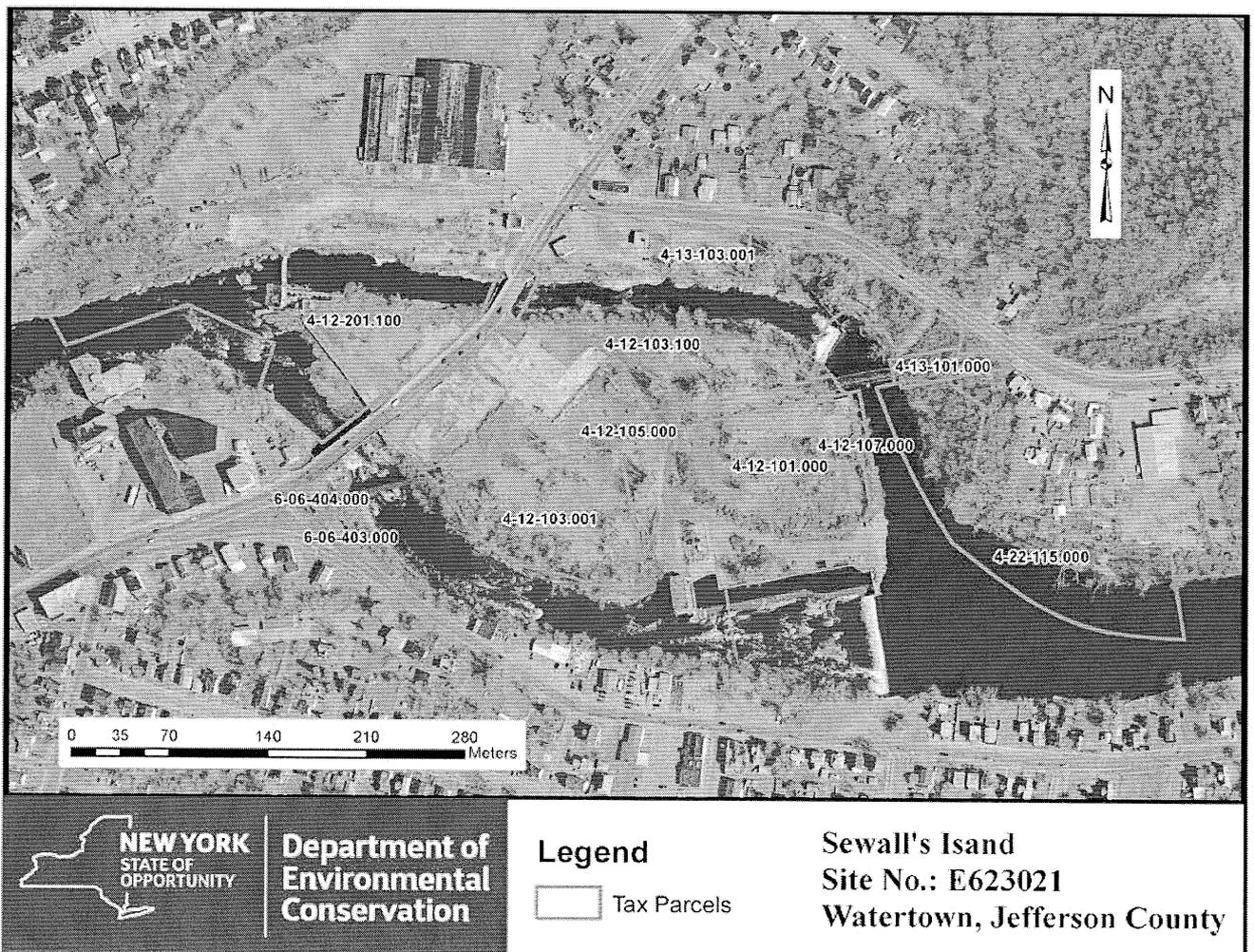


Exhibit C

Municipal Resolution

RESOLUTION

Page 1 of 2

Authorizing Application for NY Works II Environmental Restoration Projects Funding for Sewall's Island

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced by

Council Member Stephen A. Jennings

WHEREAS the City of Watertown, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein call the "Project", is desirable, is in the public interest, and is required in order to implement the Project, and

WHEREAS Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith, and

WHEREAS the enacted Executive Budget for State Fiscal Year 2013-2014, as reflected in Chapter 54, Laws of 2013, provided New York Works II funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects, and the Law allows the Department of Environmental Conservation to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (herein after referred to as NYWII ERP),

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that:

1. The Mayor of the City of Watertown is the representative authorized to act on behalf of the Municipality in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to make a request to the Department (by applying for participation in the NYWIIERP) to enter into an agreement to undertake an environmental restoration project on behalf of the Municipality, execute the NYWII ERP Agreement, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance.

RESOLUTION

By Council Member _____

Date _____

SUBJECT: _____

STATE OF NEW YORK }
Jefferson County } ss:
CITY OF WATERTOWN }

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held _____ and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Watertown, New York

City Clerk

RESOLUTION

Page 2 of 2

Authorizing Application for NY Works II Environmental Restoration Projects Funding for Sewall's Island

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

2. That the Municipality agrees that it will fund its portion of the cost of the Project by reimbursing the Department ten percent (10%) of Project costs, and that funds will be available to reimburse the Department within 90 days after receipt of an invoice from the Department.
3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation together with the Application for Participation in NYWII ERP.
4. That this Authorization take effect immediately.

Seconded by Council Member Teresa R. Macaluso

RESOLUTION

By Council Member Stephen A. Jennings

Date October 6, 2014

SUBJECT:

Authorizing Application for NY Works II
Environmental Restoration Projects
Funding for Sewall's Island

STATE OF NEW YORK }
Jefferson County } ss:
CITY OF WATERTOWN }

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held October 6, 2014 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Watertown, New York

Ann M. Saunders

City Clerk

[SEAL]

RESOLUTION

Page 1 of 1

Dedicating a Portion of Sewall's Island and Nearby Shoreline for Use as Parkland

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced by

Council Member Stephen A. Jennings

WHEREAS the City of Watertown, New York, has taken ownership of several parcels of land on and around Sewall's Island, and

WHEREAS the City Council has determined that it is the best interest of City and its citizens that a certain portion of these lands be dedicated to public recreational use, and

WHEREAS an active hydroelectric operation exists adjacent to these lands, and relies on vehicle access across these lands, and utility access under these lands, and

WHEREAS the proposed parklands have been mapped, and said map is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the following parcels shall be henceforth dedicated to public recreational use, subject to the continuing right to access and provide utilities to the hydroelectric plant at 300 Pearl Street, parcel 4-12-102.000, by its owners and designees:

- VL-5 Pearl Street 4-12-105.000
- Sewalls Is 4-12-103.001
- 656 Sewalls Is 4-12-101.000
- VL Sewalls Is 4-12-107.000
- VL-2 Water St 4-13-101.000

BE IT FURTHER RESOLVED that these lands will remain closed to the public until environmental remediation is completed, and the City Manager authorizes public access.

Seconded by Council Member Teresa R. Macaluso

RESOLUTION

By Council Member Stephen A. Jennings

Date October 20, 2014

SUBJECT:

Dedicating a Portion of Sewall's Island
and Nearby Shoreline for Use as
Parkland

STATE OF NEW YORK
Jefferson County
CITY OF WATERTOWN

} ss:

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held October 20, 2014 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of said City of Watertown, New York

Ann M. Saunders

City Clerk

[SEAL]

Res No. 6

April 15, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Authorizing the Sale of Surplus Bleachers

City of Watertown has surplus bleachers at the Parks and Recreation Department that will be replaced during the Watertown Municipal Arena Renovation Project.

As stated in the attached report of Purchasing Manager Amy M. Pastuf, the bleachers on the list could be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Surplus Bleachers

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

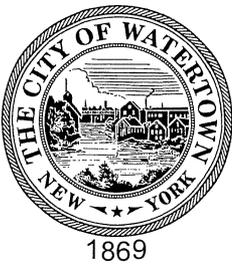
WHEREAS the City of Watertown has surplus bleachers at the Parks and Recreation Department, the listing of which is attached and made a part of this resolution, and

WHEREAS these items may have some value best determined by on-line auction, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of surplus bleachers from the City Parks and Recreation Department, and

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

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL APastuf@watertown-ny.gov
☎(315) 785-7749 📠(315) 785-7752

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Surplus Sale of Bleachers - Parks and Recreation Department
DATE: 4/15/2015

The Purchasing Department is requesting City Council's permission to auction surplus items from the City Parks and Recreation Department through the Auctions International on-line website. The current bleachers will be upgraded to new ones during the Watertown Municipal Arena Renovation Project. This request is for the City Council to authorize the Purchasing Department to accept the highest offer at time of sale provided the offer meets or exceeds the estimated scrap value.

Thank you for your consideration in this matter.

Copy: Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller

Enclosures

SURPLUS SUPPLIES & EQUIPMENT

The following vehicles/items are surplus to the City's needs. These pieces are located at the Watertown Municipal Arena.

DESCRIPTION
4 singles – seat 100 each, brand Hussey
4 doubles – seat 130 each, brand Hussey
2 doubles – seat 150 each, brand Hussey
2 small doubles – seat 40 each, brand Hussey
2 sets of steps, brand Hussey

Res No. 7

April 16, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Municipal Arena Construction Phase Services Agreement

With the Watertown Municipal Arena Renovation Project progressing, a Construction Phase Services Agreement in the amount of \$150,000 has been drafted with Bernier, Carr & Associates. As detailed in City Engineer Justin Wood's attached report, the consultant will be performing contract administration and construction inspection of the project during the anticipated duration of construction into January 2016.

Funding is included in the bond ordinance approved by City Council on April 6, 2015.

Staff will be available at the meeting to answer any questions Council Members may have regarding this agreement.

RESOLUTION

Page 1 of 1

Approving Construction Phase Services Agreement with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a facility known as the Municipal Arena, located at 600 William T. Field Drive, for the purpose of promoting recreational activities for the citizens of the City of Watertown, and

WHEREAS on March 30, 2015, the City Council of the City of Watertown approved bids for the Watertown Municipal Arena Renovation Project, and

WHEREAS the Construction Phase Services Agreement will provide contract administration and construction inspection of this project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Construction Phase Services Agreement with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C. in the amount of \$150,000, a copy of which is attached hereto and made part of this resolution, and

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

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 14 April 2015

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation
Construction Phase Services Agreement

Enclosed is a copy of the Construction Phase Services Agreement for the Arena Renovation Project in the amount of \$150,000.00. The consultant, Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C. (BCA), will be performing the contract administration and construction inspection (CA-CI) of the project during the construction phase, under this agreement. The agreement covers effort required to cover the anticipated duration of construction and project closeout, including part time efforts into January 2016.

The consultant will perform many tasks as part of this agreement, including but not limited to;

- Perform detailed inspection work and coordinate onsite field tests of all materials and items of work to ensure the quality and general conformance with plans and specifications.
- Take all measurements and collect data as necessary to prepare daily inspection reports, estimates, and other pertinent records.
- Provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and make recommendations on the implementation of changes.
- Maintain project records and field changes.

The budgeted amount of \$150,000.00 for CA-CI was included in the \$10.3 Million bond ordinance approved by City Council on April 6, 2015. No amendment to that bond is necessary.

Please prepare a resolution for Council consideration. The originals are on file and will be forwarded for signature upon approval. The budgeted amount

Cc:
Jim Mills, City Comptroller
File



February 25, 2015

Mr. Justin Wood, City Engineer
 City of Watertown
 245 Washington Street
 Watertown, New York 13601

Dear Mr. Wood:

Attached please find a revised fee proposal based on our discussions on February 24, 2015. The following is an outline of the services to be provided and the fees associated with different phases of the project.

- | | | |
|--|---|-----------|
| 1. <u>Construction Phase</u> | - | \$129,250 |
| a) Services Provided: | | |
| <ul style="list-style-type: none"> • Project Management Support • Scheduling • Full-time On-site Construction Manager (.5 April, 1.0 June, July August, Sept, October, November). • Part-Time Mechanical Electrical and Plumbing Support • Cost includes all overhead, profit, staff costs & incidentals and is a not-to-exceed amount. | | |
| 2. <u>Close-out Phase</u> | - | \$20,750 |
| b) Services Provided: | | |
| <ul style="list-style-type: none"> • Project Management Support • Scheduling • Full-time On-site Construction Manager (.75 December and .50 January). • Part-Time Mechanical Electrical and Plumbing Support • Cost includes all overhead, profit, staff costs & incidentals | | |
| 3. <u>Total Fee: \$150,000</u> | | |

I have also attached a draft contract for your review which outlines in more detail the services provided by BCA Construction Managers and the responsibilities of the City for this project. If you have any questions or concerns, please feel free to contact me.

Thank you in advance for your consideration and we look forward to working with the City of Watertown.

Peter S. Clough, Director of Project & Construction Management
 BCA Construction Managers



AIA[®]

Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-second day of April in the year Two Thousand Fifteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Watertown

245 Washington Street

Watertown, NY 13601

Telephone Number: 315-785-7730

and the Construction Manager:

(Name, legal status, address and other information)

Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

327 Mullin Street

Watertown, NY 13601

Telephone Number: 315-782-8130

Fax Number: 315-782-7192

for the following Project:

(Name, location and detailed description)

Watertown Municipal Arena Renovation Project

BCA Project No. 2015-025

The Architect:

(Name, legal status, address and other information)

Stantec

61 Commercial Street, Suite 100

Rochester, NY 14614

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Watertown Municipal Arena renovations and additions as detailed in the Project Specifications, Drawings, and Bid Addenda issued for construction.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project consists of renovations, additions, and site work at the Watertown Municipal Arena located at 1 William T. Field Drive, Watertown, NY 13601

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Project costs cannot exceed the amount authorized by the City Council

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Not Applicable

.2 Commencement of construction:

April 22, 2015

.3 Substantial Completion date or milestone dates:

January 18, 2016

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive bid, multiple prime contractors.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Multiple prime contracts.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Justin Wood, City Engineer
City of Watertown
245 Washington Street
Watertown, NY 13601
Telephone Number: 315-755-6404

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other information.)

Stantec
61 Commercial Street, Suite 100
Rochester, NY 14614
585-475-1440

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

Not applicable

.2 Geotechnical Engineer:

To be determined

Init.

.3 Civil Engineer:

Not applicable

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

Not applicable

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Peter Clough, Director of Project & Construction Management
Larry Coburn, Construction Manager
Bob Ingerson, MEP Coordinator
Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.
327 Mullin Street
Watertown, NY 13601

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Director of Project & Construction Manager, On-Site Construction Manager, and MEP Coordinator

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

Not applicable

.2 Other consultants:

Not applicable

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

None

§ 1.1.15 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

Init.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect or Engineer.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars and Zero Cents (\$1,000,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars and Zero Cents (\$2,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule,

(Paragraph deleted)

§ 3.2.5 The Construction Manager shall provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

(Paragraphs deleted)

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

(Paragraph deleted)

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

(Paragraph deleted)

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of special consultants and testing laboratories required for the Project.

(Paragraphs deleted)

§ 3.2.21 The Construction Manager shall assist the Owner in on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

(Paragraph deleted)

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the

Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 If applicable The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5)

forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

(Paragraphs deleted)

- .1 Cost summary, comparing actual costs to updated cost estimates; and
- .2 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Not Provided	
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	

§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.
- .9 **Service made necessary by the termination or default of the Architect, or by failure of performance by the Owner under a Contract for Construction. Additional Services shall not include services made necessary by the termination or default of a Contractor, by major deficiencies in the Work of a Contractor, or by failure of performance of a Contractor under a Contract for Construction. Services described in the preceding sentence shall be performed as part of Basic Services.**
- .10 **Additional costs resulting from the Project coming in over budget. These costs may include document reviews, development of bid packages and extension of the proposed construction. If applicable, Construction Manager will credit Owner with time and materials saved to be applied against any required additional time and materials.**

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Ten (10) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.14 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 The method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| Not applicable

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| Construction Management Services will be provided for One Hundred Twenty-Nine Thousand Two Hundred Fifty Dollars and Zero Cents (\$129,250) for the period of (.5 April, 1.0 for May, June, July, August, September, October and November).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Project Closeout Services will be provided for Twenty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$20,750.00) for the period of (.75 December and .5 January).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

| On an hourly basis based on the rates outlined in 11.5.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as otherwise stated below:

| Not applicable

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Director of Project & Construction Management	\$120.00/hour
Construction Manager	\$ 85.00/hour
MEP Coordinator	\$ 85.00/hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

6%

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 The Owner will provide the Construction Manager, at the Owner's expense with office space, phone, high speed internet, fax, copier service through Project completion.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

(Paragraphs deleted)

- .2 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

City of Watertown

Bernier, Carr & Associates, Engineers,
Architects and Land Surveyors, P.C.



OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Peter Clough, Director of Project and
Construction Management

Ord No. 1

April 14, 2015

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Changing the Approved Zoning Classification of 535 Olive Street, Parcel 6-04-103, from Residence B to Commercial

Ricky E. Frazier has submitted the above subject zone change request.

The Planning Board reviewed the request at its April 7, 2015 meeting and unanimously defeated a motion recommending that City Council approve the request.

Attached are the report on the zone change request prepared for the Planning Board and an excerpt from the minutes.

The attached ordinance adopts the change as requested. The Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 pm on Monday, May 4, 2015. A SEQRA resolution will also be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 535 Olive Street, Parcel 6-04-103, from Residence B to Commercial

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

BE IT ORDAINED where Ricky E. Frazier has submitted an application to change the approved zoning classification of 535 Olive Street, parcel 6-04-103, from Residence B to Commercial, and

WHEREAS the Planning Board of the City of Watertown considered the request at its April 7, 2015 meeting and unanimously defeated a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on May 4, 2015, after due public notice, and

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

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 535 Olive Street, Parcel Number 6-04-103, be changed to Commercial District, and

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

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

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7730 – FAX: 315-782-9014

TO: Planning Board Members
FROM: Kenneth A. Mix, Planning and Community Development Coordinator
SUBJECT: Zone Change – 535 Olive Street
DATE: April 2, 2015

Request: To change the approved zoning classification of 535 Olive Street, Parcel Number 6-04-103, from Residence B to Commercial.

Applicant: Ricky E. Frazier

Owner: Ricky E. Frazier

SEQRA: Unlisted

County review: Not required

Comments: The applicant is requesting a zone change for the subject parcel to allow him to convert the existing duplex into multi-family housing. The existing structure is a two-family residence that the applicant would like to convert into 6 studio apartments and 6 rooms. There would be three studio apartments with kitchen and bathroom facilities on each side. Each side of the structure would also have three separate sleeping rooms with a kitchenette and shared bathroom.

This zone change request was prompted when the City Code Enforcement Bureau learned that the applicant had already performed initial work on the site without a building permit.

Based on the definition of a dwelling unit in the Zoning Ordinance, the structure would be a 12 unit multi-family building. Multi-family use carries a parking requirement of at least one 300-square foot parking space for each dwelling unit provided plus 10% of the total dwelling units. The proposed build out would therefore require 14 parking spaces. The applicant's proposal to add a parking lot to the vacant lot may initiate a Site Plan Review.

In a Commercial District, a 12-unit building requires 1,000 square feet of lot size per unit, meaning a 12,000 square foot lot is required. The existing parcel is only approximately 2,800 sq. ft. in size so the applicant intends to assemble this parcel with 239 High Street, Parcel Number 6-04-101, which the applicant also owns. The resulting parcel will only be approximately 10,538 sq. ft. in size, therefore, the 12-units will not be allowed. The maximum number of units allowed will be 10.

The subject parcel is currently zoned Residence B, which allows for two-family dwellings and three-family dwellings as its most intense residential uses. Commercial zoning specifically allows for

multifamily dwellings. However, Commercial also allows for a variety of uses, including, but not limited to a gasoline sales station, an automobile sales lot, a restaurant and other uses.

Surrounding uses are a mix of Residence B, Commercial and Light Industry. The parcels on the north side of Olive Street are zoned Residence B. The entire south side of Olive Street on this block is zoned for Light Industry, and is occupied by the former Watertown Builder's Supply.

The city's Land Use Plan designates this area for "medium density residential" use.

cc: City Council Members
Robert J. Slye, City Attorney
Brian Drake, Civil Engineer II
Ricky E. Frazier, 23960 White Road, Watertown, NY 13601

Excerpt from April 7, 2015 Planning Board Minutes

**ZONE CHANGE – 535 OLIVE STREET – PARCEL 6-04-103
RESIDENCE B TO COMMERCIAL**

The Planning Board then considered a request submitted by Ricky E. Frazier to change the approved zoning classification of 535 Olive Street, Parcel Number 6-04-103 from Residence B to Commercial.

Mr. Frazier was in attendance to represent himself before the Planning Board. Mr. Frazier began by stating that he requested the zone change so that he could convert a big house into little studio apartments. At this time, Mr. Lumbis clarified the parcel location on the City of Watertown Zoning Map for the benefit of the Planning Board. Mr. Davis then asked what level was Residence B. Mr. Mix replied that it allows up to a three-family dwelling on a single parcel.

Mr. Frazier then noted that he wanted to have 12 units in the building, but that he could only have 10 because of the lot size requirements. Mr. Davis then asked for the size of the house, adding that if the Board did not know what size the house was, they would have no reason to change the zoning. Mr. Frazier replied that it covered almost the entire lot. Mr. Mix then said that zoning covers the required sizes of lots, and that it was the applicant's intent to assemble this parcel with the neighboring lot. Mr. Frazier then pointed out on the zoning map the parcels that he wished to assemble.

Mr. Davis then asked again for the size of the house. Mr. Frazier said that it left about three feet around the edge of the lot. Mr. Davis then said that meant that the house was approximately 1,900 square feet. Mr. Frazier then said that it was his intention only to utilize the rooms that were already there.

Mr. Katzman then asked about the bathroom situation within the building as the applicant proposed to use it. Mr. Frazier replied that three rooms would share one bathroom and that each of the studios would have their own bathroom. Ms. Capone then said that most of this would fall under the jurisdiction of the City Code Enforcement Bureau, not of the Planning Board.

Ms. Fields then brought up the fact that if the Planning Board changed the zoning, then they allow a number of other uses if the applicant changed his mind about how to use the property. Mr. Katzman asked if the Planning Board was approving anything else at this time other than the zone change. Mr. Coburn answered that they were not approving anything else and that the rest of the matter is under the jurisdiction of the City Code Enforcement Bureau.

Mr. Frazier then asked if he would need to appear before the Planning Board again in order to assemble the parcel with his neighboring property. Mr. Lumbis replied that he did not. Mr. Lumbis added that all of the other permitted uses in the Commercial District are by right.

Mr. Neddo then said that if the Planning Board changes the zoning, then they open the door to all other uses permitted in the Commercial District and that the Planning Board would need a rational reason to deny any of those uses in the future.

Mr. Katzman then asked if Mr. Frazier had obtained any of the neighbors' opinions on the matter. Mr. Frazier said that he had only talked to one neighboring resident and that resident did not have a problem. He could not speak for anyone else. Mr. Lumbis said that the Planning Department sent a notice of this meeting to anyone that owns property within 100 feet of this parcel and that it would do the same when City Council schedules a public hearing for this request. Mr. Urda then said that six neighboring property owners received such notices and that even though more than six parcels were within 100 feet, some individuals owned more than one of those parcels.

Mr. Katzman then asked if the Planning Board could table the request. Mr. Davis said that the Board had walked this path before and that the building is not big enough and that the property is not big enough. Ms. Fields then said that she had a problem with the request as well.

Mr. Frazier then asked if the Planning Board would like to know why he wants to change the zoning. Mr. Davis replied that he does not want to know any more about why Mr. Frazier wants to change it. Mr. Frazier then said that families are smaller than they once were and that a 4-bedroom house is difficult to rent because most people cannot afford that size of house today. He then added that he is not stuck on studio apartments and would be willing to change the building to a 4-family dwelling if that made the Board feel better.

Mr. Katzman then cited a lack of green space on the property. Mr. Coburn followed this by calling his fellow Board members' attentions to a specific paragraph in Staff's memorandum, and read it aloud, "The subject parcel is currently zoned Residence B, which allows for two-family dwellings and three-family dwellings as its most intense residential uses. Commercial Zoning specifically allows for multifamily dwellings. However, Commercial also allows for a variety of uses, including, but not limited to a gasoline sales station, an automobile sales lot, a restaurant and other uses."

Mr. Coburn then said reading that was a moment of clarity for him and that it should be for the rest of the Planning Board.

Mr. Katzman then moved to recommend that City Council approve the request submitted by Ricky E. Frazier to change the approved zoning classification of 535 Olive Street, Parcel Number 6-04-103 from Residence B to Commercial.

The motion was seconded by Ms. Fields and all voted in opposition.

Mr. Lumbis then informed Mr. Frazier that the Planning Board had made its recommendation to City Council, and that the matter would go to City Council at their next meeting, where Council would schedule a public hearing. Mr. Lumbis then told Mr. Frazier that the hearing will be at the first City Council meeting in May, where the Council will make a decision on his request.

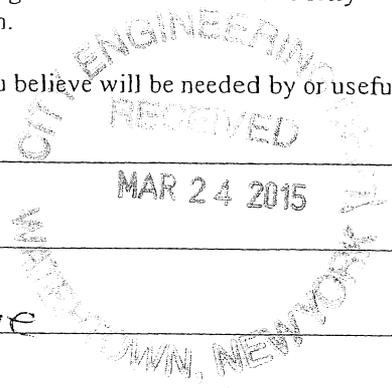
Mr. Katzman then moved to adjourn the meeting. The motion was seconded by Mr. Coburn and all voted in favor. The meeting was adjourned at 4:20 PM.

617.20
Appendix B
Short Environmental Assessment Form

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		MAR 24 2015	
Name of Action or Project: <i>535-537 Olive St. Zone Change</i>			
Project Location (describe, and attach a location map): <i>535-537 Olive St.</i>			
Brief Description of Proposed Action: <i>To change a duplex into studio and 1 bedroom Rooming House.</i>			
Name of Applicant or Sponsor: <i>Ricky E Frazies</i>		Telephone: <i>(315) 778-2552</i>	E-Mail:
Address: <i>23960 White Rd</i>			
City/PO: <i>Waterbury</i>		State: <i>N.Y.</i>	Zip Code: <i>13601</i>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>.06</i> acres	
b. Total acreage to be physically disturbed?		<i>0</i> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>.25</i> acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>already Connected</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>already Connected</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Applicant/sponsor name: Ricky E Frazier
Signature: [Signature]

Date: 20/March/2015

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)

PRINT

Local Law No. 1 of 2015

April 14, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Property Tax Cap Override Legislation

As the Proposed Fiscal Year 2015-16 property tax levy increase exceeds the allowable tax levy increase pursuant to General Municipal Law §3-c (the Property Tax Cap) a local law to override the limit would need to be approved prior to adoption of the FY 2015-16 General Fund budget.

The Proposed Fiscal Year 2015-16 Budget will be released to the public on April 24th. It will be available on the City's website and in hard-copy at the Roswell P. Flower Memorial Library.

Staff is recommending a public hearing be set for Monday, May 4th at 7:30 p.m. to hear public comments.

LOCAL LAW

Page 1 of 2

A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

Introduced by

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council.

WHEREAS a public hearing on this was held on May 4, 2015, at 7:30 p.m. in the City Council Chambers;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, NEW YORK AS FOLLOWS:

Tax Levy Limit Override: The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2015-2016 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the

LOCAL LAW

Page 2 of 2

A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

controversy in which such judgment or order shall be rendered.

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

Secinded by

April 14, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Public Hearings for 2015-16 Operating Budgets and 2015-16 through 2019-20 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 4, 2015

7:30 p.m. 2015-2016 Operating Budgets

7:30 p.m. 2015-16 through 2019-20 Capital Budget

April 14, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sales Tax Revenue – March 2015

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to March 2014, the March 2015 sales tax revenue on an actual to actual basis is down \$176,891 or 12.02%. In comparison to the original budget projection for the month of March, sales tax is down \$217,805 or 14.40%.

The year-to-date actual receipts are up \$80,440 or 0.63% while the year-to-date receipts on a budget basis are down \$273,886 or 2.09%. Year-to-date sales tax revenue is at \$12,827,971.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2010-11, 2011-12, 2012-13 and 2013-14 have been included for historical perspective.

	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,492,579	\$ 1,412,829	\$ (79,750)	-5.34%		
August	\$ 1,250,127	\$ 1,319,714	\$ 1,357,130	\$ 1,463,877	\$ 1,247,954	\$ (215,923)	-14.75%		
September	\$ 1,777,374	\$ 1,886,899	\$ 2,071,785	\$ 1,760,254	\$ 2,206,655	\$ 446,402	25.36%	150,728	3.20%
October	\$ 1,147,531	\$ 1,215,879	\$ 1,301,624	\$ 1,584,174	\$ 1,405,774	\$ (178,400)	-11.26%		
November	\$ 1,203,035	\$ 1,207,881	\$ 1,274,589	\$ 1,116,784	\$ 1,398,402	\$ 281,618	25.22%		
December	\$ 1,681,408	\$ 1,897,409	\$ 1,714,672	\$ 1,543,425	\$ 1,540,727	\$ (2,699)	-0.17%	100,519	2.37%
January	\$ 1,213,795	\$ 1,195,675	\$ 1,276,483	\$ 1,238,468	\$ 1,261,235	\$ 22,767	1.84%		
February	\$ 984,089	\$ 1,036,230	\$ 1,160,663	\$ 1,076,005	\$ 1,059,321	\$ (16,684)	-1.55%		
March	\$ 1,445,902	\$ 1,624,451	\$ 1,453,454	\$ 1,471,964	\$ 1,295,074	\$ (176,891)	-12.02%	(170,807)	-4.51%
April	\$ 1,190,708	\$ 1,217,913	\$ 1,293,493	\$ 1,271,765	\$ -	\$ -	0.00%		
May	\$ 1,164,270	\$ 1,224,057	\$ 1,373,513	\$ 1,298,653	\$ -	\$ -	0.00%		
June	\$ 1,654,800	\$ 2,029,525	\$ 1,609,032	\$ 1,699,052	\$ -	\$ -	0.00%	-	0.00%
YTD	<u>16,007,070</u>	<u>17,215,066</u>	<u>17,247,801</u>	<u>17,017,001</u>	<u>12,827,971</u>	<u>80,440</u>	<u>0.63%</u>		

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>		
	<u>2014-15</u>	<u>Actual 2014-15</u>				
July	\$ 1,534,067	\$ 1,412,829	\$ (121,238)	-7.90%		
August	\$ 1,504,566	\$ 1,247,954	\$ (256,612)	-17.06%		
September	\$ 1,809,181	\$ 2,206,655	\$ 397,474	21.97%	19,624	0.40%
October	\$ 1,628,207	\$ 1,405,774	\$ (222,433)	-13.66%		
November	\$ 1,147,826	\$ 1,398,402	\$ 250,576	21.83%		
December	\$ 1,586,326	\$ 1,540,727	\$ (45,599)	-2.87%	(17,456)	-0.40%
January	\$ 1,272,892	\$ 1,261,235	\$ (11,657)	-0.92%		
February	\$ 1,105,913	\$ 1,059,321	\$ (46,592)	-4.21%		
March	\$ 1,512,879	\$ 1,295,074	\$ (217,805)	-14.40%	(276,054)	-7.09%
April	\$ 1,307,115	\$ -	\$ -	0.00%		
May	\$ 1,334,750	\$ -	\$ -	0.00%		
June	\$ 1,746,279	\$ -	\$ -	0.00%	-	0.00%
YTD	<u>17,490,000</u>	<u>12,827,971</u>	<u>(273,886)</u>	<u>-2.09%</u>		