

VESTAL TOWN BOARD WORK SESSION AGENDA
MONDAY, APRIL 12, 2021

WORK SESSION

UPCOMING PUBLIC HEARINGS

COMMITTEES

7.1 PUBLIC WORKS (ELLIS/Messina)

1. Request from Craig Hiller, Highway Superintendent, to advertise in the Town Crier on April 21, 2021 for Highway Materials with bid opening on May 4, 2021
2. Request from Scott Groats, Water Superintendent, for the Town to issue a refund to resident, Dawn Tobler, 4228 Emerson Pl., in the amount of \$134.45 for a credit balance on her account.
3. Request from Scott Groats, Water Superintendent, to award the bid for Water Meters to Ti-Sales Inc., Sudbury, MA. Budget line number is W8340-4304.
4. Request from Scott Groats, Water Superintendent, for the Town Board to deem an emergency, the situation of Choconut Creek encroaching on the well facility and eroding the embankment to the point of becoming critical and to approve the hiring of JB excavating to perform bank stabilization around the well facility as Phase I of the project. Other phases will be designed when decisions on funding are determined. Funding for the emergency work can be obtained from fund balance and should not exceed \$50,000.00.

7.2 FINANCE (MESSINA /Fletcher)

1. Warrants: 2021- 12, 12E, 13, 13E, 14, 14E
2. Request from Laura McKane, Comptroller, for the board to authorize the appropriation of Fund Balance - A1011.1011 in the amount of \$27,138 to add to A7140.3002 - Miscellaneous Site Improvements. These funds will be used in 2021 to pay for rock at Harold Moore Park, replacing damaged guide rail (\$9,138) and to repair damages at Arnold and other parks.
3. Request from Nick Angeline, Deputy Comptroller, to make budget transfers dated 2020 as indicated in memo dated April 12, 2021

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4. Request from Nick Angeline, Deputy Comptroller, to make budget transfers dated 2021 as indicated in memo dated April 12, 2021
5. Request for authorization for the Business Office to issue a one-time payment of \$5,000.00 to Craig Hiller in recognition of his assuming the responsibility of the Parks Department effective July 1, 2020 in addition to his duties of Highway Superintendent.
6. Request from Dave Berger, Town Attorney, to authorize payment of billable hours for the period February 1, 2021 through March 31, 2021. Total time was 12 hours and 55 minutes. Total amount is \$1,937.50.

7.3 PERSONNEL (FLETCHER/Fitzgerald)

1. Request from Nancy Olmstead, Director of Human Resources, for the Town Board to discuss Scott Groats, Water Wastewater Superintendent, proposed job postings for the positions of Equipment Mechanic, Motor Equipment Operator and Water/Wastewater Maintainer.
2. Request from Nancy Olmstead, Director of Human Resources, to appoint Kelcy Wickman as Assistant Recreation Planner effective April 12, 2021. This appointment will be provisional. Per the CSEA collective bargaining agreement Ms. Wickman's rate of pay will be \$21.90 per hour. She is already a Town of Vestal employee so no additional background check is necessary.
3. Request from Nancy Olmstead, Director of Human Resources, to authorize John Butler, Police Chief, to appoint Marjorie Baldwin to the vacant position of Crossing Guard effective April 12, 2021. Ms. Baldwin's rate of pay will be \$12.50 per hour. Background check has been completed.
4. Request from Nancy Olmstead, Director of Human Resources, to authorize Debra Wallace, Town Clerk, to appoint Heather Webster to the vacant 1st Deputy Town Clerk position effective April 19, 2021. Per the CSEA collective bargaining agreement Ms. Webster's rate of pay will be \$19.66 per hour. She is already a Town of Vestal employee so no additional background check is necessary.

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7.4 PLANNING & ZONING (FITZGERALD/Fletcher)

1. Request from Walaya Kretzmer, Tree Sale Coordinator for Boy Scout Troop #225, to use the Vestal Library parking lot for 2021 Christmas Tree Sales November 20, 2021 to December 30, 2021
2. Request from Vern Myers, Town Engineer, for the Town Board to discuss an application for a Special Use Permit for the operation of a skate park (recreational use) in an Industrial Zone at 1803 Castle Gardens Road.
3. Request from Vern Myers, Town Engineer, for authorization to contract with the preferred Architect for analyses and design services for the Highway Department Salt barn Roof.
4. Request from Vern Myers, Town Engineer, for the Town Board to authorize himself or the Town Supervisor to sign an agreement and right-of-way/easement for access and for the property owner to maintain the storm water facilities at Kopernik Observatory. The easement and maintenance agreement shall run in perpetuity on the owner of the property.
5. Request from Vern Myers, Town Engineer, for the Town Board to discuss an Application that was received for Re-zoning from RA-1 - One Family Residential District to RC – Multiple Residential District for 113-117 Annetta Street. The owner of the parcels would like to construct apartments on both adjacent parcels.
6. Request from Vern Myers, Town Engineer, to discuss applications that have been submitted for an Aquifer Permit and Vehicle Service Station Permit for Lowe's to build a Tool and Equipment Rental center as a small building addition to the existing Lowe's at 225 Sycamore Road.
7. Request from Art Robinson, Building and Code Inspector, for the Town Board to review a Timber Harvest Permit application on Powderhouse Road. The owners and applicant are requesting permission to harvest within 300 ft. of an RA-1 zoning district and permission to place the landing area within 150 feet of a public road.
8. Request from Betsy Gerner, Director of Community Relations for StacheStrong, to hold their annual StacheStrong 5K Run/Walk to benefit Brain Cancer Research on Saturday, September 18, 2021.

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7.5 PUBLIC SAFETY (MESSINA/Ellis)

1. Request from John Paffie, Fire Chief, for the Board of Fire Commissioner to approve a donation of \$40 from Darlene Walter. Fund will go in the Fire Prevention Budget Line of F3410-4612.

7.6 ADMINISTRATION (FLETCHER/Ellis)

1. Request from Daniel Williams, IT Director, for the Town Board to authorize himself or the Town Supervisor to sign the proposed 36 month term, internet pricing from Plexicomm. This reduces our current rate of \$1095/month down to \$450/month for our fiber dedicated internet connection.

RECEIVE AND FILE:

A MOTION WILL BE MADE TO ENTER INTO AN EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING: Negotiations with PBA, VPSA, CSEA & Operating Engineers

ADJOURNMENT

FROM: Craig Hiller – Highway Superintendent

RE: ADVERTISING FOR BIDS – HIGHWAY MATERIALS

DATE: April 5, 2021

Please advertise in the Vestal Town Crier on Wednesday April 21, 2021 for bids to be received and opened on May 4, 2021 for the following Highway Materials:

Transit Mix Concrete
Plow Blades, Grader Cutting Edges and Tire Chain Material
Manhole Adjustment Rings & Frame Assemblies
Tires and Retreading
Street Sweeping Brooms
Seed-Ball Field Material
Tree-Stump Removal
Top Soil

Our department will prepare the specs for these materials and will be available in the Town Clerk's Office, April 9, 2021.

Thank you,

Craig Hiller
Highway Superintendent

CH/ddc

Memorandum

To: Jason Ellis, Public Utility Committee
From: Scott Groats, Water Superintendent
Date: 4/6/2021
Re: Refund – Dawn Tobler

Please issue a refund to Dawn Tobler, 4228 Emerson Pl., in the amount of \$134.45. After her final bill was calculated she had a credit balance on her account. Please call if you need further information.

Customer Transaction Summary

Customer Information

Account No: 606084228D
 DAWN TOBLER
 4228 EMERSON PL
 VESTAL, NY 13850-

Location Information

Location No: 606084228
 4228 EMERSON PL
 VESTAL, NY 13850

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
01/30/2020	Charge	01/24/2020	2112	22000	0.00	228.56	228.56
02/14/2020	Payment	CREDIT CARD			228.56	-228.56	0.00
04/30/2020	Charge	04/28/2020	2136	24000	0.00	249.38	249.38
06/24/2020	Penalty				249.38	24.24	273.62
07/23/2020	Payment	CREDIT CARD			273.62	-273.62	0.00
07/28/2020	Charge	07/22/2020	2157	21000	0.00	218.15	218.15
09/01/2020	Penalty				218.15	21.12	239.27
10/28/2020	Charge	10/21/2020	2179	22000	239.27	228.56	467.83
12/02/2020	Penalty				467.83	22.16	489.99
01/11/2021	Payment	CREDIT CARD			489.99	-200.00	289.99
01/29/2021	Charge	01/25/2021	2202	23000	289.99	238.97	528.96
02/25/2021	Payment	CREDIT CARD			528.96	-300.00	228.96
03/04/2021	Penalty				228.96	22.20	251.16
03/25/2021	Payment	CREDIT CARD			251.16	-528.96	-277.80
04/05/2021	L Charge	04/05/2021	2218	16000	-277.80	143.35	-134.45

**TOWN OF VESTAL
WATER & SEWER DEPARTMENT**

To: Jason Ellis, Public Works Chairman

CC: Sue Messina, Public Works Committee, Debra Wallace, Town Clerk,
Andria Kintner, Supervisor's Office

From: Scott Groats

Re: Meter bid award

Date: 3/22/21

Jason,

I have reviewed the bid for water meters and recommend award to:

Ti-Sales Inc.
36 Hudson Road
Sudbury, MA
01776

Ti-Sales has held this contract in the recent past and has proved to be a very reliable vendor. Budget line number is W8340-4304. Any questions, please give me a call.

**TOWN OF VESTAL
WATER & SEWER DEPARTMENT**

To: Jason Ellis, Public Works Chairman

CC: Sue Messina, Public Works Committee, Debra Wallace Town Clerk,
Andria Kintner, Supervisor's Office, Vern Myers, Town Engineer

From: Scott Groats

Date: 4/8/21

Re: Well 1-3/ Choconut Creek

Jason,

The Department has recently applied in a pre-application status for Building Resilient Infrastructures and Communities (BRIC) funding for Well 1-3 at the Choconut Creek.

The Choconut creek is encroaching on the well facility and eroding the embankment to the point of becoming critical. I reached out to the US Fish and Wildlife to possibly assist with this project, their NYS representative performed a site visit and has agreed to assist with the upcoming project. Supervisor Schaffer has signed an agreement for their assistance minus funding and The Town should receive a permit for the creek work by next week.

I would request the Board deem the situation an emergency and approve the hiring of JB excavating to perform bank stabilization around the well facility as Phase I of the project. Other phases will be designed when decisions on funding are determined.

Funding for the emergency work can be obtained from fund balance and should not exceed \$50,000.00.

Please call me with any questions.

From: Laura McKane
Sent: Monday, April 5, 2021 4:57 PM
To: Suzanne Messina; John Fletcher
Cc: Craig Hiller; Vernon Myers; John Schaffer; Andria Kintner
Subject: Budget Transfer for 4/12/2021 Work Session

Finance Committee:

Money provided by FEMA for storm damages to parks resulting from an August 2018 storm was in excess of expenditures to make the repairs. A total of \$27,138 of such funds was closed to fund balance at the end of 2020. Vern believes that if asked by FEMA, the town should have records to demonstrate that the excess funds were used for drainage and/or storm damage repairs for parks purposes. Therefore, please ask the board to authorize the appropriation of Fund Balance - A1011.1011 in the amount of \$27,138 to add to A7140.3002 - Miscellaneous Site Improvements. These funds will be used in 2021 to pay for rock at Harold Moore Park replacing damaged guide rail (\$9,138) and to repair damages at Arnold and other parks. My understanding is that most of the damage is a result of the snow storm in December 2020.

Thank you,

Laura L. McKane, CPA
Comptroller & Director of Finance
Town of Vestal
605 Vestal Parkway W.
Vestal, NY 13850
(607)748-1514 ext. 324

memo

To: Town Board
From: Nick Angeline
Date: 4/12/2021
Re: Budget Transfers Dated 2020 for 4/12/2021 Work Session

Please find attached budget transfers for Town Board approval. Please contact Laura or I with any questions.

Sincerely,

Nick Angeline

Budget Transfers Dated 2020 for 4/12/21 Town Board Work Session

Department	ORG	OBJECT	Description	COMMENT	I/D	AMOUNT
Police	A3120	1060	Taxable Fringe Benefits	cover final expenditures	I	115.00
Police	A3120	1010	Salaries	cover final expenditures	D	115.00
Bldg	A3620	1060	Taxable Fringe Benefits	cover final expenditures	I	3.00
Bldg	A3620	1010	Salaries	cover final expenditures	D	3.00
Fire	F9055	8408	Disability Insurance	cover final expenditures	I	3.00
Fire	F9045	8405	Life Insurance	cover final expenditures	D	3.00
				I = Increase appropriation		
				D= Decrease appropriation		
				I**= Increase Revenue for increase to budget		

memo

To: Town Board
From: Nick Angeline
Date: 4/12/2021
Re: Budget Transfers Dated 2021 for 4/12/2021 Work Session

Please find attached budget transfers for Town Board approval. Please contact Laura or I with any questions.

Sincerely,

Nick Angeline

Budget Transfers Dated 2021 for 4/12/21 Town Board Work Session

Department	ORG	OBJECT	Description	COMMENT	I/D	AMOUNT
Recreation	A7310	4030	education and travel	attend virtual NYSPRS conf	I	40.00
Recreation	A7310	4308	printer contract/supplies	attend virtual NYSPRS conf	D	40.00
Highway	D5110	1034	summer labor	Summer help payroll	I	26,000.00
Highway	D5110	1020	Labor	Summer help payroll	D	26,000.00
Water Dept	W8310	4030	Salaries	Add'l Training for licensed operators for credits	I	3,000.00
Water Dept	W8340	1020	Cell phone	Add'l Training for licensed operators for credits	D	3,000.00
				I = Increase appropriation		
				D= Decrease appropriation		
				I**= Increase Revenue for increase to budget		

Andria Kintner

From: Nancy Olmstead
Sent: Tuesday, April 6, 2021 1:43 PM
To: Andria Kintner
Cc: Laura McKane
Subject: Item for 4/12 work session agenda - parks stipend

Please put the following on the 4/12 work session agenda:

Authorization for the Business Office to issue a one-time payment of \$5,000.00 to Craig Hiller in recognition of his assuming the responsibility of the Parks Department effective July 1, 2020 in addition to his duties of Highway Superintendent.

Thanks

Nancy

Nancy Olmstead
Director of Human Resources
Town of Vestal

605 Vestal Parkway W
Vestal, New York 13850

Phone: 607-748-1514 x 330
Fax: 607-786-3630



David Berger <bergerlawoffice@gmail.com>

4/12 work session agenda

2 messages

Berger Law Office <bergerlawoffice@gmail.com>

Thu, Apr 8, 2021 at 12:18 PM

To: akintner@vestalny.com

Please put the following on the 4/12 work session agenda:

Request from Dave Berger, Town Attorney to authorize payment of billable hours for the period February 1, 2021 through March 31, 2021. Total time was 12 hours and 55 minutes. Total amount is \$1,937.50.

Backup is attached

Thanks

--

Law Office of David S. Berger
301 N. Stage Road
Vestal, New York 13850

phone: 607-239-6766

fax: 607-239-6768

CONFIDENTIALITY STATEMENT

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient of this message, please destroy any printed version and delete this email.

Berger Law Office <bergerlawoffice@gmail.com>

Thu, Apr 8, 2021 at 12:21 PM

To: akintner@vestalny.com

[Quoted text hidden]

Detailed report



2021-02-01 - 2021-03-31

Total 02 h 25 min + 10 h 30 m = 12 h 55 m

Date	Description	Duration	User
T 02-01	email from Atty Obrochta	05:00 min	dbergerattorney@gmail.com
T 02-01	2 emails from Court with Petitioner's letter to Judge	10:00 min	dbergerattorney@gmail.com
T 02-02	email from Court with Petitioner's pre-trial statement	05:00 min	dbergerattorney@gmail.com
T 02-03	3 emails with Atty Sheppard & Court	10:00 min	dbergerattorney@gmail.com
T 02-04	2 emails with Court & Atty Sheppard	10:00 min	dbergerattorney@gmail.com
T 02-08	email from Court with post trial submission schedule	10:00 min	dbergerattorney@gmail.com
T 02-08	email from Court with appraisal exchange date	05:00 min	dbergerattorney@gmail.com
T 02-18	email from Court with affidavits and exhibits	10:00 min	dbergerattorney@gmail.com
T 02-26	email from Atty Dubitsky re settlement	10:00 min	dbergerattorney@gmail.com
03-04	email from Court with Order	10:00 min	dbergerattorney@gmail.com
03-05	email from Court with Notice of Entry	10:00 min	dbergerattorney@gmail.com
03-11	email from Court with Notice	15:00 min	dbergerattorney@gmail.com
T 03-17	emails regarding appraisals	05:00 min	dbergerattorney@gmail.com
03-23	email from Court with Notice of Appeal & Affidavit	10:00 min	dbergerattorney@gmail.com
03-24	email from Court with Informational Statement	10:00 min	dbergerattorney@gmail.com

03-26 email from Court with Petitioner's post trial memo of law

05:00 min

dbergerattorney@gmail.com

T

03-29 email with Petitioner's letter to judge

05:00 min

dbergerattorney@gmail.com

T

Created with toggi.com

Between 3/15 + 3/26 work on post trial brief and submit (sheedykd) 10.5 hrs.

Total Time: 12 hours 55 min

$$\begin{array}{r}
 \$150/\text{hr} \quad \$2.50/\text{min} \\
 \times 12 \text{ hrs} \quad \times 55 \text{ min} \\
 \hline
 \$1,800 + \$137.50 = \$1,937.50
 \end{array}$$

Tax Cases 11 hr 50 min \$1775.00

Not tax cases 1 hr 5 min \$162.50

Andria Kintner

From: Nancy Olmstead
Sent: Tuesday, March 30, 2021 1:26 PM
To: Andria Kintner
Cc: Scott Groats
Subject: Item for 4/12 work session agenda - water job postings

7.3-1

Andria please put the following on the 4/12 work session agenda:

Request from Nancy Olmstead, Director of Human Resources for the Town Board to discuss Scott Groats, Water Wastewater Supt's proposed job postings for the positions of Equipment Mechanic, Motor Equipment Operator and Water/Wastewater Maintainer.

This item is for discussion and will not require a formal vote of the Board.

Thanks

Nancy

Nancy Olmstead
Director of Human Resources
Town of Vestal

605 Vestal Parkway W
Vestal, New York 13850

Phone: 607-748-1514 x 330
Fax: 607-786-3630

Andria Kintner

From: Nancy Olmstead
Sent: Thursday, April 1, 2021 7:44 AM
To: Andria Kintner
Subject: Item for 4/12 work session agenda - Rec Hire

Andria,

Please put the following on the 4/12 work session agenda:

Request from Nancy Olmstead, Director of Human Resources to appoint Kelcy Wickman as Assistant Recreation Planner effective April 12, 2021. This appointment will be provisional. Per the CSEA collective bargaining agreement Ms. Wickman's rate of pay will be \$21.90 per hour. She is already a Town of Vestal employee so no additional background check is necessary.

Thank you.

Nancy

Nancy Olmstead
Director of Human Resources
Town of Vestal

605 Vestal Parkway W
Vestal, New York 13850

Phone: 607-748-1514 x 330
Fax: 607-786-3630

Andria Kintner

From: Nancy Olmstead
Sent: Wednesday, April 7, 2021 2:37 PM
To: Andria Kintner
Cc: Stace Kintner
Subject: Item for 4/12 work session agenda - crossing guard hire

Please put the following on the 4/12 work session agenda:

Request from Nancy Olmstead, Director of Human Resources to authorize John Butler, Police Chief to appoint Marjorie Baldwin to the vacant position of Crossing Guard effective April 12, 2021. Ms. Baldwin's rate of pay will be \$12.50 per hour. Background check has been completed.

Thanks

Nancy

Nancy Olmstead
Director of Human Resources
Town of Vestal

605 Vestal Parkway W
Vestal, New York 13850

Phone: 607-748-1514 x 330
Fax: 607-786-3630

Andria Kintner

From: Nancy Olmstead
Sent: Thursday, April 8, 2021 2:48 PM
To: Andria Kintner
Subject: Item for 4/12 work session agenda - Town Clerk Hire

Andria,

Please put the following on the 4/12 work session agenda:

Request from Nancy Olmstead, Director of Human Resources to authorize Debra Wallace, Town Clerk, to appoint Heather Webster to the vacant 1st Deputy Town Clerk position effective April 19, 2021. Per the CSEA collective bargaining agreement Ms. Webster's rate of pay will be \$19.66 per hour. She is already a Town of Vestal employee so no additional background check is necessary.

Nancy

Nancy Olmstead
Director of Human Resources
Town of Vestal

605 Vestal Parkway W
Vestal, New York 13850

Phone: 607-748-1514 x 330
Fax: 607-786-3630



Boy Scout Troop 225

Vestal, NY

Vestal Town Board
605 Vestal Parkway West
Vestal, NY 13850

March 8, 2021

Re: Use of Vestal Library Parking Lot for Annual Tree Sale

Dear Mr. Schaffer and Town Council Members:

I am writing to request permission to use the front portion of the Vestal Library parking lot for our Boy Scout Troop's 2021 Christmas Tree Sale. Our proposed schedule is as follows:

- November 20, 2021 - Set up Tree Stand
- November 27, 2021 - Trees Delivered/Sale begins
- Sale Hours
 - Monday through Friday from 5:00 pm to 8:00 pm
 - Saturdays from 10:00 am to 7:00 pm,
 - Sundays from 10:00 pm to 7:00 pm.
- December 24, 2021 - Sale Ends/Cleanup
- NLT December 30, 2021 - Final Cleanup if necessary

As a Vestal based non-profit organization for youth, we appreciate the Town's support in our efforts to raise the necessary funds to run our program. Approximately 80% of our annual operating budget comes from the tree sale proceeds. As with all our activities, adult supervision will be provided always.

Thank you for your consideration. Please feel free to call either me or Steve Miller, our Scoutmaster, at the numbers listed below.

Sincerely,

Walaya Kretzmer

Tree Sale Coordinator, Vestal Troop 225
113 Hazel Drive
Vestal, NY 13850

Stephen Miller,
Scoutmaster, Troop 225
Smillerjr1@gmail.com
(607) 760-9257

Walaya Kretzmer,
Christmas Tree Sale Coordinator
Wkretzmer@gmail.com
(607) 761-7711

Memorandum:
To: Town Board

Re: Special Use Permit Application 1803 Castle Gardens Road

For Town Board work session and Town Board meeting.

An application for a Special Use Permit for the operation of a skate park (recreational use) in an Industrial Zone. Attached is the application, there is no additional information regarding this application.

Engineer recommends the Board request more information regarding this application before proceeding: legal business? Insurance/waiver? site plan?

Vernon Myers, P.E.

Town Engineer

TOWN OF VESTAL

Engineering Department

133 Front Street

Vestal, NY 13850-1486

Phone: (607)786-0980 ext. 209

Fax: (607)786-0984

E-Mail: vmyers@vestalny.com



RECEIVED
TOWN OF VESTAL

FEB 12 2021

ENGINEERING DEPARTMENT

TOWN OF VESTAL

SPECIAL USE PERMIT APPLICATION

(1) NAME OF APPLICANT: Derek Nelson

(2) MAILING ADDRESS: 1803 Castle Gardens Road

Vestal, NY 13850

(3) TELEPHONE NUMBER: (607)232-4600

(4) PROPERTY ADDRESS: Same as above

(5) TAX MAP NUMBER: 172.11-3-6

(6) DESCRIPTION OF TYPE OF SPECIAL USE: Requesting a special use permit for

recreational use of west end of property (1803 Castle Gardens Road) as a

skate park.

February 12, 2021

DATE

SIGNATURE

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			
Derek Nelson, DBA HCS, LLC			
Name of Action or Project: Special permit for continued use of skate park			
Project Location (describe, and attach a location map): Western end of property at 1803 Castle Gardens Road			
Brief Description of Proposed Action: Requesting special use permit for continued use of western end of property at 1803 Castle Gardens Road as a recreational skate park.			
Name of Applicant or Sponsor: Derek Nelson		Telephone: (607_232-4600	
		E-Mail: hcsbikes@gmail.com	
Address: 1803 Castle Gardens Road			
City/PO: Vestal		State: NY	Zip Code: 13850
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 X YES
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 X YES
3.a. Total acreage of the site of the proposed action?		.5 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.5 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): <u>Industrial Development</u>			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?		X	
b. Consistent with the adopted comprehensive plan?			X
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
			X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	X		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	X		
b. Are public transportation service(s) available at or near the site of the proposed action?		X	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?			X
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	X		
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	
	X		
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	
	X		
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	X		
b. Is the proposed action located in an archeological sensitive area?		X	
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?	NO	YES	
	X		
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: _____		X	
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 checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input 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?	NO	YES	
	X		
16. Is the project site located in the 100 year flood plain?	NO	YES	
			X
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 checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	X		
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			

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
_____	X	
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
_____	X	
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
_____	X	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Derek Nelson</u>	Date: <u>2-12-21</u>	
Signature: <u></u>		

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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

Andria Kintner

From: Vernon Myers
Sent: Tuesday, April 6, 2021 2:47 PM
To: Andria Kintner; John Schaffer; Patty Fitzgerald; Suzanne Messina; Jason Ellis; John Fletcher; Dave Berger
Cc: Craig Hiller
Subject: RE: Memorandum for Town Board Agenda - Authorization to contract with the architect for Highway Department salt barn roof replacement
Attachments: New Salt Barn Roof Consultant Procurement.doc; Town of Vestal Salt Barn Roof - Bergmann.pdf; (T) Vestal-Salt Barn Roof Project Final 2021.03.12 - Barton Lguidice.pdf; 21-078 Town of Vestal- Town Highway Salt Barn Roof - Delta Submission.pdf; HUNT EAS Town of Vestal Salt Barn Proposal.pdf; MJ Vestal Salt Barn Proposal P0127.21 McFarland Johnson.pdf; Town of Vestal Salt Barn - C&S Proposal.pdf; Consultant selection.xlsx

MEMORANDUM:

To Town Board

For: Town Board Agenda Work Session and meeting on April 14th.

Authorization to contract with the preferred Architect for analyses and design services for the Highway Department Salt barn Roof.

For reference and review I have attached

1. Town Request for proposal to Architects
2. Submission by 6 Architects
3. Selection Analyses by Highway Superintendent and Engineer

We have agreed that the award should go to Barton & Loguidice Engineers based on the best Value of Experience and Cost as proposed. The first financial commitment would be for \$8,500.00 for an assessment phase.

Architect Costs will be included in a future Capital Project funds of this much needed roof replacement. The condition of the existing roof is deteriorating at a rapid pace and needs replacement before next winter.

Respectfully Submitted

Vernon Myers, P.E.**Town Engineer**

TOWN OF VESTAL

Engineering Department

133 Front Street

Vestal, NY 13850-1486

Phone: (607)786-0980 ext. 209

Fax: (607)786-0984

E-Mail: vmyers@vestalny.com



TOWN OF VESTAL

Engineering Department
133 Front Street • Vestal • New York • 13850-1486

Ph (607) 786-0980

Fax (607) 786-0984

Company Name

February 17, 2021

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Re: REQUEST FOR PROPOSAL
Town Highway Garage - Salt Barn Roof
Town of Vestal, Broome County

The Town of Vestal is interested in procuring the services of a NYS Licensed Engineering Firm to provide Preliminary and Final Design, Environmental review, preparation of Construction Documents and potentially Construction Administration for a project to rehabilitate or replace the deteriorated steel frame fabric roof on the existing concrete foundation and walls.

Briefly; the project is described as the Town Highway Garage Salt Barn Roof located at the 1801 Glenwood Road, Vestal, New York. The existing steel frame and fabric roof is damaged and deteriorated as evidenced by missing steel bracing, corrosion of steel members, anchorage and tensioners, and brittle and torn fabric roofing.

The Scope of Services is generally outlined as:

Preliminary Phase

1. The Prospective Engineer shall provide preliminary analysis and design services, review environmental and regulatory requirements as they pertain to salt storage and investigate rehabilitation of the existing roof steel frame and canvass system or replacement of the roof structure systems.
2. Verify and provide field measurements of existing structure: heights, widths, foundation dimensions. Field inspect existing concrete foundation, floor, walls and existing steel roof framing and connections.
3. Analyze the structure foundation and walls to verify capacity for potential new structural systems. Original design plans for foundations and roof systems are available.
4. The Town would also like to consider an attached "Lean-To" addition on the west side of the existing facility.
5. Any replacement alternatives shall be designed to accept tractor trailer end dump delivery within the building.
6. Provide Preliminary Design Report providing analyses and discussion regarding rehabilitation of existing steel framing with new fabric and full roof replacement with at least two (2) types of structures (assume timber and steel options), roof materials, project cost, life cycle of various systems, and recommendation of best value considering these factors.



TOWN OF VESTAL

Engineering Department
133 Front Street • Vestal • New York • 13850-1486

Ph (607) 786-0980

Fax (607) 786-0984

Final Design Phase

7. Upon approval of the Town Highway Department Superintendent and Town Engineer, proceed to final design of the selected alternative. The Engineer shall deliver 90% complete plans for review to the Town Engineer.
8. Prepare construction contract documents, including final engineered drawings, technical specifications and complete proposal document for competitive bidding, including, but not limited to: proposal, public bidding documents, construction contract, general conditions, supplemental conditions, and prevailing wage documents. The construction contract documents shall be delivered 100% complete in electronic format (pdf) for the Town to advertise the project. The Engineer shall include bidding phase services including preparation of addendums, preparing and answering requests for information, analysis of bids and recommendation of award of a construction contractor.
9. Construction Administration Services may include but not be limited to, shop drawing review, preparation of change orders, review and approval of contractor payments, part-time field inspection and reporting as necessary to complete the project. **This service is not included in this proposal but may be added as a supplemental agreement to the engineering contract.**
10. This project is funded with Town of Vestal monies.

Please provide a brief description of experience, expertise and staff proposed for this project. The descriptive section of the proposal shall be limited to three (3) 8 1/2" x 11" pages. Additional pages will not be evaluated.

On additional pages prepared by the Engineer, the proposal shall include a detailed Scope of Services and total not-to exceed fee noting any assumptions included or not included in the scope of services to complete the project. The fee shall be consolidated as shown:

Preliminary Design	\$ _____
Final Design Rehabilitation as selected option	\$ _____
Contract Documents Rehabilitation as selected option	\$ _____
Total Not to Exceed Fee Rehabilitation as selected option	\$ _____
Final Design Replacement as selected option	\$ _____
Contract Documents Replacement as selected option	\$ _____
Total Not to Exceed Fee Rehabilitation as selected option	\$ _____

The Town will offer an initial contract for preliminary engineering with a supplemental agreement for Final Design depending on the outcome of the Preliminary Phase.

Selection of the engineer will not solely be based on cost. However, the Town's selection shall consider, experience, expertise, staff and cost to select the most advantageous engineer to perform the work.



TOWN OF VESTAL

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Ph (607) 786-0980

Fax (607) 786-0984

The Town reserves the right to award a contract or reject any and all submissions.

Please submit your proposal in Adobe (PDF) format to the Town Engineer at the email address listed below no later than March 12, 2021.

Questions regarding this Request for Proposal shall be directed to the Town Engineer only, at the email listed below. No verbal questions will be received.

If your firm would like to visit the site, please contact me via email with date and time. There will be no formal on site meeting.

Thank you for your interest in this project.

Vernon Myers,
Town Engineer
133 Front Street
Vestal, NY 13850
Email: vmyers@vestalny.com



March 12, 2021

Vernon Myers, P.E., Town Engineer
Town of Vestal Engineering Department
133 Front Street
Vestal, New York 13850

Re.: Town Highway Garage - Salt Barn Roof Project
File: 704.3148

Dear Mr. Myers:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for Engineering Services to the Town of Vestal (Town) for the Highway Garage - Salt Barn Roof related to providing engineering services in conjunction with the above referenced project located at the Town Highway Garage Facility at 1801 Glenwood Road, Vestal, New York.

The Town is requesting professional services for the development of contract documents for the rehabilitation or replacement of the existing salt barn roofing system. As we discussed at our February 24, 2021 meeting, we understand the Town is looking to replace the fabric covering on the existing salt storage building. At the Town has patched the cover several times over the years and the fabric now appears to be past its useful life. With this the Town is looking for possible replacement options that include either a timber framed wall and pre-fabricated timber truss system or in-kind replacement of the steel arch trusses. In addition to the new roof and roof support system, the Town wants the final design to include a lean-to structure addition along the west side of the building.

B&L is a licensed professional engineering firm in New York State that can provide the Town with the depth of experience to provide the structural engineering services needed for the successful rehabilitation or replacement of the existing salt barn roofing system. Our structural engineering staff offers a full range of professional services and has successfully completed similar evaluation and rehabilitation projects that include the analysis and design of various building types and structures. Our expertise in design and analysis also extends to a variety of structural materials, including concrete, steel, masonry, and timber applicable to this project.

You can see from the included qualifications, our team has designed and analyzed multiple salt/sand storage facilities and feel our experience is well suited to your project. Our project experience includes design and repair of reinforced concrete foundation designs for pre-engineered structures timber framed as well as steel space frame fabric covered structures, complete salt and sand storage structures, cold storage structures, utility and site design development, bidding assistance and construction contract administration.



To assist the Town in the successful implementation of this project, we offer the following scope of engineering services is based on our current understanding of the project:

Scope of Engineering Services

Assessment Phase Services

1. Provide a preliminary analysis/evaluation of the existing salt storage facility and investigate the rehabilitation of the existing roof structural steel frame system and fabric covering as well as the complete removal and replacement of the roof support structural systems.
2. Perform a field edit to verify the dimensions of the existing structure. The edit will include visual assessments of the exposed surfaces of the reinforced concrete retaining walls, asphalt wearing surface, steel truss framing, framing base plates and anchor bolt connections at the top of the concrete push walls.
3. Analyze the reinforced concrete retaining foundation walls to verify adequate capacity to support the proposed new structural framing systems to include:
 - a. Replacement alternatives will shall be designed to accept tractor trailer end dump delivery within the building. The existing 32 ft. clear height to the fabric at center span and 16 ft. (estimated) clear height at the side walls will be maintained with each option.
 - b. A lean-to structure along the west side of the facility will be included in the final design.
4. Prepare a preliminary design report providing the results of our structural analysis and commentary regarding the rehabilitation of the existing structural framing with new fabric covering and a full roof framing system replacement with at least two (2) types of structural systems (timber framed walls and pre-fabricated trusses or in-kind steel arch trusses), roof covering materials, opinion of probable construction costs for the systems, life cycle for the various systems and recommendation of the best value to the Town considering these factors.
5. Meet with the Town of discuss the report and the options for the roof replacement. This meeting will determine the path for moving the project forward to final design.

Final Design Phase Services

1. Upon receipt of approval from the Town, prepare Contract Documents for the salt storage facility roof replacement in accordance to the Town Highway Department Superintendent and Town Engineer's preference for construction materials and the recommendations of the preliminary report.
2. Develop 90% design documents, including drawings, details, technical specifications and contract front end for public bidding. As a minimum the documents will include Advertisement for Bid, New York State Prevailing Wage Rate Schedule, construction contract, general conditions and supplemental conditions. The contract will be set up for one (1) lump sum General Construction contract.



3. Attend a 90% design review meeting with the Town, to receive comments on the submission.
4. Develop final Construction Documents for the storage facility roof replacement, lean-to structure incorporating the 100% design comments. Drawings will be in AutoCAD format and specifications to be provided in modified CSI format (Microsoft Word) to allow for public bidding of the work. PDF files will be on CDs of the final Bid Documents for distribution to potential bidders. Drawings will be stamped by a New York State Registered Professional Engineer.
5. Prepare an Advertisement for Bid for publication by the Town in the Town's official newspaper.
6. Advise the Town and Contract Document holders on matters relating to the project as questions arise during the bidding process. Prepare and issue addenda if necessary.

Technical Assumptions

1. A site survey is not included and will not be required for this project.
2. The Town has provided structural drawings and the original shop drawing submittals (below grade dimensions, reinforcing steel size, concrete mix design, and spacing) for the existing structural system that will be used as a basis for the analysis.
3. It is assumed any revisions resulting from the review submissions will be limited to minor changes. No major changes to the designs are anticipated as a part of this review process.
4. The Scope of Engineering Services provided is for evaluation of, supplementing and/or complete replacement of the existing roof covering and structural framing. The scope does not include structural modifications or repairs to the reinforced concrete walls and foundations.
5. Full time on-site inspection is not included at this time. Should the Contractor's performance necessitate a more significant presence, these services can be provided at a later date if requested and authorized by the Town.

Schedule

The following schedule establishes the Town's target dates for the progressions of this project:

<u>Event</u>	<u>Date</u>
Proposals Due	March 12, 2021
Town Board Approval	March 24, 2021
Authorization to Proceed	March 25, 2021
Project Kick-off Meeting – Field Verify	March 25, 2021
Preliminary Phase Report Submission	April 6, 2021
90% Design Submission	April 23, 2021
90% Design Review Meeting	April 27, 2021
Final Bidding Document Submission	May 21, 2021



Advertise Construction Contract	June 2, 2021
Receive Bids for Construction Contract	June 17, 2021
Award Construction Contract	June 23, 2021
Notice to Proceed - Start Construction	July 12, 2021
Substantial Construction Completion	October 12, 2021
Final Completion of Construction Work	October 22, 2021

Fee Proposal

B&L proposes to provide the above-described Scope of Engineering Services based on the time and expense fees, including reimbursable expenses, as follows:

Assessment Phase	\$ 8,500.00
Final Design - Rehabilitation	\$ 8,600.00
Contract Documents - Rehabilitation	<u>\$ 3,200.00</u>
Total Not to Exceed Fee – Rehabilitation	\$ 11,800.00
Final Design - Replacement	\$ 14,100.00
Contract Documents – Replacement	<u>\$ 6,100.00</u>
Total Not to Exceed Fee – Replacement	\$ 20,200.00

If additional services, other than those described above, are requested and authorized by the Town of Vestal, they will be provided based upon time and expense in accordance with our Billing Rate Schedule in effect when the services are rendered.

We trust this proposal will be satisfactory to the Town of Vestal. If so, please indicate your concurrence in the space provided below and return one executed copy to our office. Work will commence upon receipt of your verbal authorization.

Thank you for considering Barton & Loguidice, D.P.C. for this project. We invite your comments regarding any portion of this Proposal for Professional Services and look forward to assisting the Town of Vestal with the successful completion of this project. If you have any comments or wish to discuss any portion of this proposal, please contact me at (315) 457-5200 or mfuller@bartonandloguidice.com

Sincerely,
BARTON & LOGUIDICE, D.P.C.

Matthew C. Fuller, P.E.
Vice President

Oneida County

Salt Storage Building Evaluation

Oriskany, New York

B&L was retained to perform a detailed structural investigation of the salt storage building reinforced concrete walls. B&L provided an investigation of the existing structure and summarized our findings in an evaluation report that was submitted to Oneida County.

Our Services

- Reviewed existing salt storage building drawings and available documentation from the County
- Performed an on-site detailed visual inspection of the reinforced concrete structure to assess the present condition, identified areas of distress/corrosion, and evaluated concrete deterioration mechanisms
- Concrete spalls, delamination, cracks and scaling were identified and mapped
- Perform an "Acoustical Sounding" or delamination survey over the reinforced concrete surfaces. The delamination survey identifies areas of hollow sounding and delaminated concrete due to chloride intrusion and subsequent corrosion of the steel reinforcement within the concrete components
- Obtained concrete cores and in-place testing for the determination and verification of the condition of the concrete. Services include mobilization and demobilization, shipping, concrete core crew, scaffolding and patching core holes with non-shrink grout
- Provided general one-line plan drawings locating the concrete cores, deficient areas, concrete spalls, delamination, previous repairs, cracks and scaling for use in developing a future repair contract

Prepared a condition assessment report summarizing our findings of the field inspection, laboratory and field test results, and structural analysis results. The report included general floor plans, three repair/rehabilitation options, opinion of probable construction cost estimates, conclusions and recommendations

Based on the results of B&L's engineering report, the County chose to proceed with construction contract drawings for installing a 3-inch thick sacrificial layer of concrete over the entire interior surface of the walls. This includes hydroblasting the walls to remove loose concrete in spalled areas as well as the outer layer of concrete which contains the highest concentration of chloride; replace corroded/damaged reinforcing steel; and install and apply an epoxy based sealer over the surface of the walls to provide additional protection.



Client Contact:

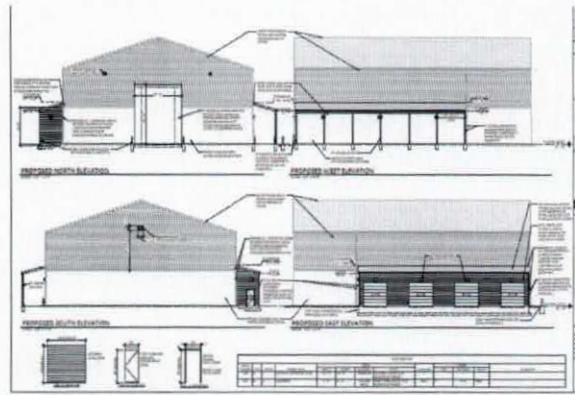
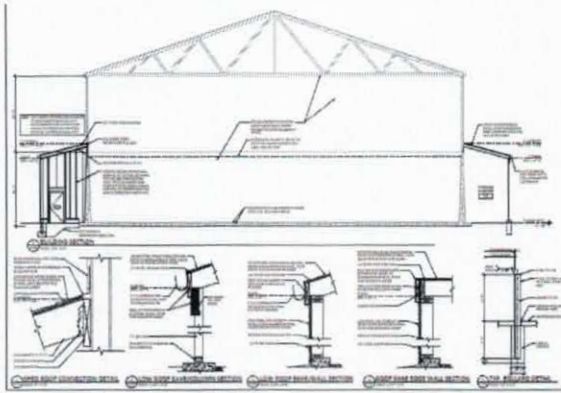
Mark E. Laramie, P.E.
Commissioner Department of
Public Works
5999 Judd Road
Oriskany, New York 13424
(315) 531-3200

Total Project Cost:

\$13,400

Completion Date:

2012



Maryland Environmental Services DPW&T Salt Storage Facility

St. Mary's County, Maryland

B&L was retained to provide design and construction contract administration services for a new 80-foot by 105-foot salt storage with 32-foot clear height timber framed salt storage facility complete with 16-foot pre-cast concrete push walls. The design includes 16-foot tall timber framed walls that are anchored to the top of the wall and support the clear-span fabricated trusses. The design allows for 15-foot of product storage height against the walls and incorporates 730 square foot covered and secured storage areas located along each side of the salt storage facility. Specific building features include architectural asphalt roofing shingles, custom design of timber framed side walls, concrete slab-on-grade wearing surface, 15-foot tall push walls, wall mounted exhaust fan, electrical distribution and interior/exterior LED lighting systems.

B&L prepared construction contract documents for the storage facility (including construction contract and technical specifications) for advertisement of the project for public bidding by general and electrical contractors. In addition B&L provided the following services:

- Storage capacity determination
- Coordinated geotechnical support
- Site modification design to improve drainage systems
- Architectural and structural engineering of specific building components and support systems
- Design of reinforced concrete foundation systems and push walls
- Attached enclosed storage and covered storage
- End wall exhaust fan
- Electrical distribution and interior/exterior LED lighting systems
- Prepared the notice to bidders
- Answered questions during bidding

Client Contact:

Christopher Peng
Senior Engineer – Solid Waste
Engineering
259 Najoles Road
Millersville, Maryland 21108
(410) 729-8513

Total Project Cost:

\$106,604

Completion Date:

2021





Salt Storage Facilities- Fabric & High Gambrel Roof Styles

B&L designed and provided construction administration and periodic site inspections for the salt storage facilities located in the towns and county listed. The fabric roof style buildings are generally 37 feet high by 72 feet wide by 90 to 180 feet long with cast in place concrete push walls. These facilities store approximately 4,000 tons of product.

Our High-Gambrel Roof style buildings are approximately 80 or 90 feet high by 80 to 100 feet long with wood push walls. Some facilities were designed to provide lean-to-“outrigger” sheds for added covered storage.

B&L prepared site plans and bid documents for these storage sheds (including general and technical specifications) for advertisement of the projects. In addition, B&L provided the following services:

- Prepared the notice to bidders
- Coordinated soil borings and geotechnical support
- Assisted the client with advertising and receiving bids
- Responded to prospective bidder’s questions
- Issued addenda
- Attended bid openings
- Prepared bid tabulations
- Made recommendations for award

B&L also reviewed shop drawings and submittals for compliance with the contract documents, reviewed the contractor’s payment applications, and provided construction administration and periodic site investigation.

Client Contact:

Town of Hastings
 Town of Verona
 Town of Fabius
 Town of Brutus
 Town of Granby
 Town of Van Buren
 Town of Lysander
 Town of Middleburgh
 Town of Sullivan
 Town of Broome
 Cayuga County
 Town of Florida
 Town of Deerfield
 Town of Theresa
 Town of Brookfield
 Town of Hamilton
 Town of Madison
 Town of Charleston

- *Design of steel truss frame with fabric covering*
- *Cast-in-place concrete push walls with spray-applied salt resistant coating*
- *Tall clearance permits mixing sand and salt under cover*
- *15-year fabric warranty designed for 60 pound ground snow load*
- *Translucent cover provides daylighting*
- *Concrete push walls take abuse from large articulated loaders*
- *Design of post and timber structures*
- *Electrical and lighting work, including ductwork*
- *Construction administration and site inspection services*

Matthew C. Fuller, P.E.

Vice President

mfuller@bartonandloguidice.com



Years of Experience: 33

Education:

B.S., Civil Engineering – Rochester Institute of Technology, 1987

A.A.S., Civil Engineering Technology – SUNY Delhi, 1984

Professional Registrations:

Professional Engineer - NY, OK, MD, ME, PA, CT, NC, GA, DE, NJ

Barton&Loguidice

Summary

Mr. Fuller is a practice area leader in the structural and architectural staff in the Facilities Practice Area and is the responsible Design Professional for project procurement, engineering design, specification, supervision and management of various civil, structural and architectural facilities engineering projects. His skills have been used on projects encompassing the analysis and design of new and existing building structures; design of water, wastewater, and leachate storage tanks; rehabilitation of hydraulic structures; and structural design and analysis for superstructures and foundations. Mr. Fuller is proficient in state and federal building codes, structural assessments of buildings, and retrofit or rehabilitation of existing structural systems for buildings or facility structures. Mr. Fuller and his staff use RISA finite element modeling analysis and design software and other specialty software as applications require.

Mr. Fuller's structural evaluation of existing structural concrete systems includes non-destructive acoustical sounding of surfaces; including visual inspection of spalled concrete sections, mapping of concrete spalls, delaminations, full depth cracks and scaling.

Mr. Fuller has been successful in incorporating both flexibility and ingenuity into structural design options by presenting clients with a number of different alternatives which examine cost constraints, project life, and replacement/rehabilitation options to determine the most economically feasible alternatives for final design.

Maintenance and Highway Garages, Fire Training and Salt Storage Facilities

Mr. Fuller oversees new and renovated facilities for public works, including fire training (live fire and classroom), salt storage facilities, highway garages, and vehicle storage and staff operations. Features have included roof replacements, administrative office space, break rooms, locker rooms with showers, underground fuel oil tank, vehicle exhaust, power distribution, lightning protection and grounding system, wash bays, concrete floors, drive-thru maintenance bays, overhead crane systems, embedded steel floor plating, pressurized lube system, vehicle exhaust system, secure parts storage, second floor storage mezzanine with elevator, waste oil space heater and in-floor radiant heating, and solar panel installation.

Relevant Project Experience

Salt Storage Facility, St. Mary's County, MD

Maryland Environmental Services retained B&L to provide the design, bidding and construction contract administration services for the development of contract documents for a new clear spanning wood truss salt storage facility at their highway garage facility. The 80-foot by 105-foot timber framed facility includes 16 ft. high precast concrete foundation/push walls, 16 ft. tall wood framed walls from the top of

the push-walls, fabricated clear span wood trusses, asphalt wearing surface, architectural asphalt shingle roofing system and led interior/exterior lighting. Specific facility features include a 20 ft. wide by 25 ft. tall wall opening for access to load and unload the facility, 10 ft. wide by 73 ft. long enclosed storage and 10 ft. wide by 73 ft. long covered storage along the sides of the storage facility. The project included site redevelopment for improved drainage features around the storage structure. Mr. Fuller was the Officer-in-Charge and the responsible Design Professional for the project.

Design Completed: 2021

Salt Storage Building Evaluation, Oneida County, Oriskany, NY

Mr. Fuller served as project manager and structural engineer of record for a detailed field assessment of reinforced concrete wall for repairs and upgrades. The walls exhibited areas of spalling, delamination, cracking, scaling and areas of exposed reinforcing steel. The field assessment involved acoustical sounding or delamination survey, identification and mapping of areas of distress, measurements, extraction of cores for in-place testing and documentation of the extent of deterioration. The conditions assessment report for the project included a summarization of our findings, laboratory and field test results and structural analysis results. The report included general floor plans, three (3) repair/rehabilitation options, opinion of probable construction costs and recommendations for repairs to the facility.

Evaluation Completed: 2012

Total Project Cost: \$13,400

Sand/Salt Storage Facility, Town of Florida, Amsterdam, NY

The Town of Florida retained B&L to provide the design, bidding and construction contract administration services for the development of contract documents for a new Hi-Arch Gambrel salt storage facility at their highway garage facility. The 60-foot by 144-foot timber framed facility includes 12 ft. high structural crib type buttress walls, asphalt wearing surface, clear span built-up trusses, metal roofing, plywood siding and led interior/exterior lighting. The project included site redevelopment for improved drainage features around the storage structure. Mr. Fuller was the Officer-in-Charge and the responsible Design Professional for the project.

Design Completed: 2019

Construction Completed: 2020

Total Project Cost: \$680,300

Sand Storage Facility, Town of Brookfield, Brookfield, NY

The Town of Brookfield retained B&L to provide the design, bidding and construction contract administration services for the development of contract documents for a new pre-engineered fabric covered superstructure complete with structural steel truss arches at their highway garage facility. The 81-foot by 144-foot facility; sized to accommodate up to 6,000 tons of material that includes 12 ft. high cast-in-place concrete foundation/push walls, asphalt wearing surface, clear span fabricated metal truss arches, fabric covering roof system and led interior/exterior lighting. The project included site redevelopment for improved drainage features around the storage structure. Mr. Fuller was the Officer-in-Charge and the responsible Design Professional for the project.

Design Completed: 2016

Construction Completed: 2017

Total Project Cost: \$440,000

Monroe Community Hospital Steam Tunnel Evaluation, Monroe County, Rochester, NY

B&L performed a structural investigation of the reinforced concrete utility tunnel structure. The assessment included detailed on-site visual inspection of the reinforced concrete structure to assess the present condition, identify areas of distress/corrosion and evaluate concrete failure mechanisms. Concrete spalls, delaminations, cracks and scaling were identified and mapped. A delamination survey that identified areas of hollow sounding and delaminated concrete due to chloride intrusion and subsequent corrosion of the reinforcing steel. The project included sub-consulting services for concrete cores and in-place testing for determination and verification of the condition of the concrete. B&L provided a detailed condition assessment report summarizing our findings of the field inspection, laboratory and field test results, structural analysis results including general floor plans, repair/rehabilitation options, opinion of probable construction cost estimates, conclusions and recommendations. Mr. Fuller assisted with the on-site evaluation of the structure and was the lead structural engineer and oversaw the evaluation.

Evaluation Completed: 2014

Project Cost: \$20,000

David P. Mitchell, P.E.

Managing Engineer

dmitchell@bartonandloguidice.com



Years of Experience: 30

Education:

B.S. Structural Design and Construction Engineering Technology, Pennsylvania State University, 1991

A.A.S. Architectural Engineering Technology, Pennsylvania State University, 1986

Professional Registrations:

Professional Engineer – New York, Pennsylvania

Barton&Loguidice

Summary

Mr. Mitchell specializes in structural engineering and manages structural and civil engineering projects in the Facilities Division of B&L. He is responsible for the scoping, costing, design, and quality control of various structural and facilities engineering projects. His engineering skills have been used on projects encompassing the analysis and design of new and existing building structures; wastewater storage tanks; bridge superstructures and foundations; and other structures.

Mr. Mitchell has been instrumental in developing the condition assessment and structural rehabilitation for various building structures that are listed on the National Register of Historic Places and/or designated as New York State Historic sites. Three of his most recent projects were the "Sonnenburg State Historic Site Mansion Verandah, Garden Pergola and Pavilion Condition Assessment" in Canandaigua, NY, the "Asa C. Allison Jr. Municipal Building Condition Assessment" in the City of Oneonta, NY, and the "Bleachery Rehabilitation Study" at the State Historic Preservation Office (SHPO) complex in Waterford, NY. Each project required:

- Detailed structural condition assessment of on-site deteriorated structures
- Methods of demolition
- Structure rehabilitation
- Associated estimates of construction costs

All requirements were within the guidelines and recommendations based on project review and technical assistance from SHPO personnel and historic preservation contractors having experience with historic structure rehabilitation requirements.

Relevant Project Experience

Salt Storage Facility, St. Mary's County, MD

Maryland Environmental Services retained B&L to provide the design, bidding and construction contract administration services for the development of contract documents for a new clear spanning wood truss salt storage facility at their highway garage facility. The 80-foot by 105-foot timber framed facility includes 16 ft. high precast concrete foundation/push walls, 16 ft. tall wood framed walls from the top of the push-walls, fabricated clear span wood trusses, asphalt wearing surface, architectural asphalt shingle roofing system and led interior/exterior lighting. Specific facility features include a 20 ft. wide by 25 ft. tall wall opening for access to load and unload the facility, 10 ft. wide by 73 ft. long enclosed storage and 10

ft. wide by 73 ft. long covered storage along the sides of the storage facility. The project included site redevelopment for improved drainage features around the storage structure. Mr. Mitchell provided the structural engineering and quality control design development of the project.

Design Completed: 2021

Salt Storage Building Evaluation, Oneida County, Oriskany, NY

Mr. Mitchell served as project structural engineer for the detailed field assessment of reinforced concrete wall for repairs and upgrades. The walls exhibited areas of spalling, delamination, cracking, scaling and areas of exposed reinforcing steel. The field assessment involved acoustical sounding or delamination survey, identification and mapping of areas of distress, measurements, extraction of cores for in-place testing and documentation of the extent of deterioration. The conditions assessment report for the project included a summarization of our findings, laboratory and field test results and structural analysis results. The report included general floor plans, three (3) repair/rehabilitation options, opinion of probable construction costs and recommendations for repairs to the facility.

Evaluation Completed: 2012

Total Project Cost: \$13,400

Sand/Salt Storage Facility, Town of Florida, Amsterdam, NY

The Town of Florida retained B&L to provide the design, bidding and construction contract administration services for the development of contract documents for a new Hi-Arch Gambrel salt storage facility at their highway garage facility. The 60-foot by 144-foot timber framed facility includes 12 ft. high structural crib type buttress walls, asphalt wearing surface, clear span built-up trusses, metal roofing, plywood siding and led interior/exterior lighting. The project included site redevelopment for improved drainage features around the storage structure. Mr. Mitchell was responsible for the structural engineering oversight.

Design Completed: 2019

Construction Completed: 2020

Total Project Cost: \$680,300

Sand Storage Facility, Town of Brookfield, Brookfield, NY

The Town of Brookfield retained B&L to provide the design, bidding and construction contract administration services for the development of contract documents for a new pre-engineered fabric covered superstructure complete with structural steel truss arches at their highway garage facility. The 81-foot by 144-foot facility; sized to accommodate up to 6,000 tons of material that includes 12 ft. high cast-in-place concrete foundation/push walls, asphalt wearing surface, clear span fabricated metal truss arches, fabric covering roof system and led interior/exterior lighting. The project included site redevelopment for improved drainage features around the storage structure. Mr. Mitchell was the structural engineer of record and project manager.

Design Completed: 2016

Construction Completed: 2017

Total Project Cost: \$440,000



Engineering Services Town of Vestal

March 12, 2021

Mr. Vernon Myers, Town Engineer
Town of Vestal
133 Front Street
Vestal, NY 13850

RE: Town of Vestal Town Highway Garage - Salt Barn Roof Project

Dear Mr. Myers,

HUNT Engineers, Architects, Land Surveyors, & Landscape Architect DPC (HUNT) is pleased to provide you with this proposal to provide engineering services for the Town Highway Garage – Salt Barn Roof Restoration/Replacement Project located at 1801 Glenwood Road, Vestal, New York. We have a proven record of managing the design and construction process for municipal garage projects, including salt storage facilities for clients in New York and Pennsylvania such as the Town of Tioga, Schuyler County, Ridgebury Township (PA), Town of Elmira, Allegany County, and Town of Cameron. For over 15 years, HUNT has worked on many projects with the Town of Vestal and has a good knowledge and understanding of the needs of your community.

Recent Project Experience:

Town of Tioga New Salt Storage Facility and Cover - The Town of Tioga worked with HUNT on this project to construct a salt storage building on their existing lot at Halsey Valley Road and Dry Brook Road. Utilizing HUD CDBG Disaster Recovery grant, HUNT worked with the Town on a design for a 60 feet x 100 feet facility with 4 feet high concrete walls and a fabric cover structure of 20 feet height. HUNT provided schematic design, final design, contract and bidding documents, and construction administration. Project was completed in the Summer of 2016.

Contact: Lewis Zorn, Town of Tioga, 607-687-2292

Schuyler County Salt Storage Facility Replacement Cover - Schuyler County owns and operates a salt storage facility at the Highway Department's yard at 910 South Decatur Street that was constructed in 2002. A 2014 facility assessment study identified significant deterioration in the galvanized steel framing of the superstructure and replacement of the cover was recommended. HUNT provided engineering services to prepare contract documents for the specification, bid administration, and construction administration for the replacement of the cover on the existing foundation. Project was completed in late Summer of 2015.

Contact: Ken Thurston, Schuyler Highway Superintendent, 607-535-2531

Ridgebury Township New Facility - HUNT provided a foundation design based on the pre-engineering loading as required by the manufacturer and coordinated the final layout for installation of the building for the Township located in Bradford County, Pennsylvania. Project was completed in 2013.

Contact: Percy Talada, Ridgebury Township Supervisor, 570-596-2731

Jefferson Concrete Corporation - HUNT provided the design for a fully modular pre-cast foundation system to be used with several pre-fabricated cover style structures complete with reaction capacity to easily evaluate other systems. This system is still being produced and marketed by several precast companies.

Contact: Mark Losee, Pre-Stress Manager, 315-788-4171



Engineering Services Town of Vestal

Project Team:

HUNT proposes the following staff to perform the services for this project:



Christopher J. Bond, PE, Principal-in-Charge

Chris Bond has over 30 years of experience as a Structural Engineer managing municipal building projects, transportation projects and industrial projects. As President/CEO of the firm, Chris oversees the operations of a growing staff of over 150 full and part-time employees.



James C. Peckham, PE, Project Manager / Design Leader

James Peckham has over 10 years experience as a Civil Engineer on a wide range of projects including Major Equipment Foundation Design for Oil & Gas Services, municipal civil & site design including permitting process, stormwater site and facility design, and transportation projects.



Ashley M. Lewis, EIT, Engineering Designer

Ashley Lewis specializes in structural analysis and data interpretation. Her combination of construction & design knowledge and experience leads to more effective/constructable plans and designs.



Nathan G. Binns, PE, Quality Assurance

Nate Binns is the Director of Structural Engineering and has been an HUNT Associate since 2017. Nate is educated in the areas of structural analysis and design, including steel, concrete, and timber.

Project Description:

During a field site visit and preliminary inspection on March 3, 2021, HUNT made the following observations. The existing structure is a precast concrete foundation that extends 4'-0" below grade and extends 6' above grade with a prefabricated "Coverall" Titan Building Series 3 Arches prefabricated structure mounted to the foundation. The outer dimensions of the foundation are 40'x148' with the tapered coverall structure apex reaching 32' above grade.

During the preliminary site visit, the existing steel frame and fabricated roof was observed to be damaged and deteriorating as evidenced by missing steel bracing, corrosion of steel members, anchorage and tensioners, and brittle torn fabric roofing. The cover has reached its full expected life of approximately 15 years and is due to be replaced. The interior structure is in a repairable state, but further analysis will be required to determine if this is a better economical solution than replacing the structure as a whole.

HUNT proposes the following Scope of Services to evaluate the existing structure foundation, analyze the existing steel framing, and implement a plan for repair or replacement as decided by the Town of Vestal.



Engineering Services Town of Vestal

Scope of Services:

I. Preliminary Phase

- a. Preliminary analysis and design services to review environmental and regulatory requirements as they pertain to salt storage.
- b. Investigate rehabilitation of the existing roof steel frame, canvas system and structural system for replacement vs. repair comparison.
- c. Conduct a full field investigation to confirm the as-built dimensions and inspect the overall condition of each of the individual elements of the existing salt storage structure.
- d. Analyze the existing foundation to verify capacity for the potential of a replacement structure.
- e. Provide a preliminary design report showing the analysis and discussion comparing rehabilitation of the existing steel framing with new fabric and a full roof replacement. This report will contain comparison with a timber and a steel frame structure, options for the roof cover, project cost and life cycles of the various systems with out recommendation for best value after comparing the options.

II. Final Design Phase

- a. After receiving approval on the direction chosen by the Town based on the options provided in the pre-liminary report the final design will begin on the selected alternative.
- b. Final 90% engineering drawings will be provided for review by the Town before proceeding to construction documentation.
- c. Construction documentations including final engineering drawings, technical specifications, and complete proposal documentation for competitive bidding. The bidding package shall include proposal and construction service documentation, public bidding documentation, construction contract, general conditions, supplemental conditions, prevailing wage documentation and any other documentation deemed necessary to generate competitive bids for the Town's selection.
- d. Support through the bidding phase of the project including preparation of addendums, preparing and answering required for information and ending with a bid analysis and recommendation of award of a construction contractor.

III. Supplemental Services

- a. Upon request HUNT can provide an estimate for construction administration services that would include shop drawing review preparation of change orders, review and approval of contractor payments, part-time field inspection, and reporting as necessary through the completion of the project.

IV. Assumptions and Other Information

- a. The Preliminary analysis will address the potential for the addition of a "Lean-to" but is not a priority design feature during the analysis. This will be addressed separately and may required additional work on the final design phase if accepted to progress beyond preliminary.
- b. The design replacements shall be designed to accept tractor trailer end dump delivers within the proposed salt storage structure.

Items Specifically Excluded From This Scope Of Services:

- Construction Inspection and Administration
- Permit Applications or supporting Documentation
- Full Geological Survey Services
- Subsurface Investigations or other investigations not specifically outlined above.
- Geotechnical Investigation



Engineering Services Town of Vestal

Fees:

HUNT will perform the work as outlined in the Scope of Services for the following lump sum fees:

I. Preliminary Design	\$ 10,650
II. Final Design Rehabilitation as selected option	\$ 13,950
III. Contract documents Rehabilitation as selected option	\$ 11,200
IV. Total Not to Exceed Fee Rehabilitation as selected option	\$ 35,800
I. Preliminary Design	\$ 10,650
II. Final Design Replacement as selected option	\$ 7,460
III. Contract documents Replacement as selected option	\$ 5,490
IV. Total Not to Exceed Fee Replacement as selected option	\$ 23,600

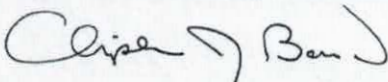
Estimated Project Related Disbursements \$ 500

Project-related disbursements will be billed as they are incurred and are estimated above. Plotting, photocopies, prints, mileage will be invoiced according to HUNT's current schedule of fees. Other disbursements such as photography, postage, telephone, etc. will be billed at cost plus 10 percent.

HUNT appreciates the opportunity to continue our partnership with the Town of Vestal and provide the services for this project. Please contact me at 607-769-1232 or bondc@hunt-eas.com with any questions or for additional information.

Sincerely,

HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC



Christopher J. Bond, PE
Principal-in-Charge



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

March 10, 2021

Mr. Vernon Myers, PE
Town Engineer
Town of Vestal
133 Front Street
Vestal, New York 13850

Re: Professional Engineering Services
RFP for Town Highway Garage – Salt Barn Roof
Town of Vestal, Broome County

Dear Mr. Myers:

We are pleased to submit this proposal to render professional services in connection with the project to rehabilitate or replace the deteriorated steel frame fabric roof of the referenced facility located at 1801 Glenwood Road in Vestal, NY.

Our specific scope is set forth in the attached Exhibit "A" entitled, "Scope of Professional Services, Design Phase". We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely.

The basic services described in Exhibit "A" shall be completed and submitted within the Town's project schedule in Exhibit "A". If you should request any modifications or changes to the general scope or extent of the project, the time allowed for performance of our services will be adjusted equitably.

The scope of services associated with this project shall be provided for a not-to-exceed fee of \$45,400 as outlined in Exhibit "A", which include all direct expenses and testing services. If additional work is requested or the Scope of Services change, this amount may require revision. However, no additional amount will be billed without prior authorization by the Town.

The Terms and Conditions governing the performance of and payment for the services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "B," "Terms and Conditions (Design and Construction Phases)," attached hereto.

If this letter proposal, together with its governing Terms and Conditions, description of services to be rendered, and fee schedule, meets with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This letter proposal will become an agreement upon

Mr. Vernon Myers, PE
March 10, 2021
Page 2

your acceptance, as acknowledged below. Your acceptance will constitute authorization to C&S to proceed with performing the Basic Services.

This letter proposal, together with any attached Exhibits, constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

Sincerely,

C&S ENGINEERS, INC.



John Obleman, PE

gnm/GNM

Accepted this _____ day of
_____, 2021.

By: _____
Authorized Representative

Cc:

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
Town Highway Garage – Salt Barn Roof
Town of Vestal, Broome County
1801 Glenwood Road in Vestal, NY

REHABILITATE OR REPLACE EXISTING STEEL-FRAME FABRIC ROOF

SCOPE OF SERVICES

Project Understanding: (Rehabilitate or Replace Existing Steel-Frame Fabric Roof)

Based on our current understanding of the project and our review of the RFP, the existing Town Highway Garage Salt Barn was constructed in 2004 and consists of cast in place concrete foundation with steel frame and fabric roof. The salt barn foundation is a cantilevered concrete retaining wall along three sides of building providing a “U” shaped system with two sides and a back wall.

The existing roof steel frame and fabric system shows signs of damage and deterioration consisting of missing steel bracing, corrosion of steel members, anchorages and tensioners, and damaged fabric roofing.

The Project’s Goal: The Town of Vestal is interested in rehabilitating or replacing the existing steel-frame fabric roof system with at least two types of structures (assume timber or steel frame options) along with evaluating various roof materials. The Engineer will evaluate various roof systems based on maintaining the existing concrete foundation and provide recommendations taking into consideration factors relating to construction cost and life cycle. Any replacement alternative shall be designed to accept tractor-trailer end dump delivery within the building. Additionally, the Town would like to consider an attached “Lean-To” addition on the west side of the structure.

The Scope of Service:

Preliminary Design Phase:

1. Attend a project kickoff meeting with the Town to review scope of work, schedule, and address responsibility and coordination issues.
2. Gather and review existing data, drawings, and reports.
3. Review environmental and regulatory requirements.
4. Perform field investigation to measure and document the existing conditions. The work will include visual inspection of the existing concrete foundation, floor, walls, and existing steel roof framing and connections. Additionally, field measure the existing structural elements and record the width, height and length the structure. The team will note any existing electrical equipment and light fixtures relating to the structure. The project team conduct a one-day site visit to gather information and will utilize a scissor or man-lift for one day.
5. Perform preliminary structural analysis and investigate the feasibility for the rehabilitation or replacement of the existing roof structure and roofing membrane. The structural analysis will focus on evaluation of the structure foundation and walls to verify capacity for potential new roof structural system.

6. Submit a summary of the results of the field inspection, structural analysis, system evaluation and options for rehabilitation and/or replacement of the structural roof system along with Rough Order of Magnitude construction cost estimate for consideration by the Town.

Final Design Phase:

1. Attend a meeting with the Town to review preliminary design phase finding and recommendation.
2. Upon review of options and authorization of the Town Engineer to proceed, the design team will advance the selected option from the preliminary design phase and deliver 90% complete plans with opinion of probable construction costs for review by the Town Engineer.
3. Upon receiving review comments from the Town Engineer, prepare construction documents consisting of drawings and technical specifications including Statement of Special Inspections for bidding. Submit signed and sealed final engineering drawings, technical specifications, and relevant documents for comparative bidding, including, but not limited to proposal, public bidding documents, construction contract, general conditions, supplemental conditions, and prevailing wage documents. The 100% complete signed and sealed construction documents shall be delivered in electronic format (PDF) for the Town to advertise the project for bidding.

Bidding Phase:

1. Attend one (1) project pre-bid meeting.
2. Assist the Town during bidding with technical input.
3. Respond to bidders' questions.
4. Prepare addenda if necessary.
5. Review the bids and submit a letter of Recommendation of Award.

Construction Phase: (not included in this proposal)

1. Attend one (1) construction kickoff meeting
2. Perform standard construction phase services that include technical assistance and review of shop drawings, pay applications, change orders, and other submittals.
3. Attend up to ten (10) bi-weekly project progress meetings and prepare and submit meeting minutes.
4. Perform part-time field inspections and reporting as necessary to complete the project.
5. Conduct one (1) punchlist site visit and provide punchlist to Town Engineer and Contractor.
6. Assist the Town in review project closeout submittal.

C&S Project Team:

Our staff is qualified and has the experience to perform the scope of services associated with the rehabilitation or replacement of the roof system of Town's Salt Storage Barn. Our engineers are ready and available to provide these services as required and per the project's schedule. Our team is supported by a full administrative staff, state-of-the-art field equipment, and the latest in computer hardware and software. C&S will use the following staff to provide services. Resumes are included at the end of this proposal.

C&S Staff: John Obleman, PE – Principal in Charge and Quality Control
Kevin Spytko, PE – Project Engineer
Mike Duclos, PE – Structural Engineer
Kristian Obine – Electrical Engineer
Randy Arnold - Environmental Scientist

Assumptions:

- 1) The Town is responsible for providing and incorporating its front-end contract document in the bid document and bid document distribution.
- 2) The scope of work includes salvaging or replacing existing electrical equipment, light fixtures, life safety and communication systems.
- 3) ADA accessibility requirement not required.
- 4) Perform limited Hazardous Material Testing. We anticipate testing for asbestos.
- 5) We anticipate MWBE participation is not required or will be waived due to the limited scope of the project.
- 6) C&S will be responsible for providing a man-lift for one day for the field investigation.
- 7) The Town will provide access to the facility to conduct the required fieldwork.
- 8) The Town will provide any existing drawings and/or reports for review prior to performing the site visit.

A/E Fee Breakdown:

Preliminary Design	\$22,400*
(*Fee includes man-lift rental and hazardous material testing budget of \$2,400)	
Final Design Rehabilitation as selected option	\$10,000
Contract Documents Rehabilitation as selected option	\$13,000
Total Final Design, Not-to-Exceed Fee Rehabilitation as selected option	<u>\$45,400</u>
Final Design Replacement as selected option	\$10,000
Contract Documents Replacement as selected option	\$13,000
Total Final Design, Not-to-Exceed Fee Replacement as selected option	<u>\$45,400</u>

The Construction Phase Services and associated fees to be determined and provided as necessary. The not-to-exceed fee includes cost for man-lift rental for one day, asbestos testing, and miscellaneous direct expenses.

Project Schedule:

Notice to proceed	March 25, 2021
Final Design	May 21, 2021
Advertise	June 2, 2021
Open Bids	June 17 or June 18, 2021
Award Construction Contract	June 23, 2021
Complete Construction Contract	July 12, 2021
Complete Construction	October 1, 2021

END OF SCOPE OF SERVICES

EXHIBIT "B"
TERMS & CONDITIONS (Design and Construction Phases)

These Terms and Conditions govern the performance by or through C & S Engineers, Inc. (which may be referred to herein or in this Agreement as "Consultant" or "Engineer" or "C&S"), of the Scope of Services set forth in the letter part of the agreement (this "Agreement") to which this Exhibit "B" is attached and of which it is made a part, and/or in Exhibit "A" attached to and made a part of this Agreement, by and between Consultant and Owner (who may be referred to in this Agreement or herein as "Owner" or "Sponsor" or "Client"). Capitalized terms used herein, unless otherwise defined where used, have the meanings ascribed to them in this Agreement and/or the Scope of Services.

Owner and Consultant agree that Consultant's performance of the Scope of Services is subject to the following:

1.01 Basic Services

Consultant shall provide, or cause to be provided, the Scope of Services (the "Basic Services"), and Owner shall pay Consultant for such Basic Services as set forth in Section 2.01, below.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement for the amount and method of compensation and the manner of payment to Consultant for providing the Basic Services.

B. *Preparation of Invoices.* Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practices and submit the invoice, along with any supporting documentation that Owner may require, to Owner for processing. If Owner objects to any portion of an invoice submitted by Consultant, then Owner shall so advise Consultant in writing giving the specific reasons for rejection and the amount in dispute within fourteen (14) days of receipt of such invoice. If no such objection is made, then the invoice will be considered acceptable to Owner. Owner shall pay those portions of the invoice not in dispute as set forth in Subsection 2.01.C, below. Consultant must re-submit the disputed portion of the invoice in a manner satisfactory to Owner. If a dispute over invoiced amounts cannot be resolved after two (2) resubmittals by Consultant and rejection thereof by Owner, then the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Section 11.01, below.

C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt by Owner. If Owner fails to make any payment due to Consultant for the Basic and any Additional Services (as described in Section 3.01, below) and reimbursable expenses invoiced in accordance with Subsection 2.01.B, above, within thirty (30) days after receipt of Consultant's invoice therefor, then the amount due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from and after said thirtieth (30th) day. In addition, Consultant may, without liability, after giving seven (7) days' prior written notice to Owner, suspend performance of all the Basic and any Additional Services under this Agreement until Consultant has been paid in full all amounts due for such Services, reimbursable expenses, and other Project-related charges, and in such case Owner waives any and all claims against Consultant for such suspension. The period of service set forth in Section 9.01, below, and the amount of compensation set forth in the letter part of this Agreement shall be increased to reflect appropriately Consultant's costs of suspending, delaying, and resuming performance. Payments will be credited first to interest and then to principal. Owner shall pay all expenses incurred by Consultant as a result of Owner's failure to fulfill its obligations under this Section 2.01, including, but not limited to, costs, disbursements, and attorney's fees. Payment of invoices shall not be subject to any discounts, back charges, or set-offs by Owner.

D. *Payment upon Termination.* In the event of termination of Consultant's Services before their completion (as described in

Subsection 5.01.B, below), Consultant shall invoice Owner, and Owner shall pay Consultant, for all Services rendered up to the effective date of termination in accordance with the method of compensation described in the letter part of this Agreement (except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of Consultant's Basic and any Additional Services as of the effective date of termination); for reimbursable expenses incurred; for the costs incurred to complete tasks whose value would otherwise be lost; to prepare notes as to the status of completed and incomplete tasks; to assemble Project records and materials; to reassign personnel; associated overhead costs; and for reasonable cancellation charges of subconsultants and subcontractors, if any.

E. *Legislative Actions.* If after the effective date of this Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges upon Consultant's Services or compensation under this Agreement, then Consultant may include the amount of such taxes, fees, or charges in its invoice(s) as a reimbursable expense. Owner shall reimburse Consultant for the cost of such invoiced taxes, fees, and charges, which shall be in addition to Consultant's compensation under Subsection 2.01.A, above.

3.01 Additional Services

A. If authorized to do so by Owner, or if required because of changes in or to the Project (including changes necessitated by the enactment or revision of laws, codes, regulations, or official interpretations) or because of any delay, deficiency, or default of any contractor retained by Owner in connection with the construction of the Project (the "Work"), Consultant will furnish services in addition to the Basic Services ("Additional Services"). The Basic and any Additional Services may be referred to collectively in these Terms and Conditions as "Services" or "the Services."

B. Owner shall pay Consultant for Additional Services as follows: For Additional Services of Consultant's employees engaged directly on the Project, an amount equal to the cumulative hours charged to the Project by each category of Consultant's employees, multiplied by the standard hourly rate for each applicable billing class; plus reimbursable expenses, and Consultant's subconsultant, subcontractor, and supplier charges, if any.

4.01 Owner's Responsibilities

In addition to the other responsibilities of Owner set forth in this Agreement, Owner is responsible for the following, and shall perform or provide the following at its expense and in a timely manner so as not to delay the performance of any of the Services by or on behalf of Consultant under this Agreement. Owner is responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner pursuant to this Section 4.01. Consultant, its employees, and its subconsultants, subcontractors, and suppliers may use such requirements, programs, instructions, reports, data, and information in performing or furnishing the Services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the Services to be rendered by or on behalf of Consultant pursuant to this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Services for the Project. Consultant shall not rely upon directions from anyone outside the scope of that person's authority as set forth in such written delegation. Directions given and decisions made by Owner's representative shall be binding upon Owner.

EXHIBIT "B"
TERMS & CONDITIONS (Design and Construction Phases)

B. Provide Consultant with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; furnish copies of all design and construction standards which Owner will require to be included in the plans, drawings, and specifications prepared by Consultant for the Project; and, as and when applicable, furnish copies of Owner's standard forms, conditions, and required items for Consultant to include in the contract documents for the Project.

C. Advise Consultant of the identities and scopes of services of all other independent consultants or contractors employed or retained by Owner to perform or furnish services for the Project, including, but not limited to, cost estimating, Project peer review, value engineering, and constructability review services.

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

E. Furnish to Consultant, as required for performance of the Basic and any Additional Services (except to the extent provided otherwise in the Scope of Services), the following:

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

2. Appropriate professional interpretations of all of the data furnished in accordance with Paragraph 4.01.E.1, above;

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

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

5. Property descriptions;

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

7. Other special data or consultations not covered in this Section 4.01, all of which Consultant, its employees, subconsultants, subcontractors, and suppliers may use and rely upon in performing the Services under this Agreement.

F. Arrange for safe access to, and make all provisions for Consultant, its employees, subconsultants, subcontractors, suppliers, and any necessary equipment to enter upon, such public and private property as is required for Consultant, its employees, subconsultants, subcontractors, and/or suppliers to perform the Services objectively and independently pursuant to this Agreement.

G. Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in the Scope of Services).

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

I. Furnish at its expense all approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by or on behalf of Consultant, as well as such approvals and consents from others as may be necessary for completion of each phase of the Project, including easements for permanent structures or permanent changes in existing facilities.

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

K. If Owner designates a construction manager or a person or entity to represent Owner at the Project site who is not Consultant or Consultant's agent or employee, define the duties, responsibilities, and limitations of authority of such other person or entity and the effect thereof upon the duties, authority, and responsibilities of Consultant and Consultant's agent or employee (and any assistants) in an exhibit that is identified in, attached to, and made a part of this Agreement before such services begin.

L. If more than one prime contract is to be awarded by Owner for construction, materials, equipment, and services for the Work, then designate a person or entity to have authority and responsibility for coordinating the Project and Work activities of and among the various prime contractors, and furnish information to Consultant defining and setting forth the duties, responsibilities, and limitations of authority of such individual or entity and the relationship thereof to the duties, responsibilities, and authority of Consultant.

M. Furnish to Consultant data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services described in Subsections 4.01.1 through 4.01.1., above, inclusive) so that Consultant may make the findings needed to support opinions of probable total Project costs as set forth in Section 10.01, below.

N. If the Work is to be bid, attend the pre-bid conference(s), bid opening, pre-construction conferences, construction progress and other job-related meetings for, as well as make substantial completion and final payment visits to, the Project.

O. Give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any hazardous environmental condition, as described in Subsection 8.01.H., below, or any development that affects the scope or timing of the performance by, through, or on behalf of Consultant of the Services, or any defect or non-conformance in the Work of any Project construction contractor.

P. Require all Project construction contractors of any tier to carry workers' compensation, employer's liability, and commercial general liability insurance in the amounts required by applicable law or as considered by Owner to be appropriate for the Project, and require all Project construction contractors to name Owner, Consultant, and Consultant's subconsultants and subcontractors as additional insureds on all such construction contractors' liability insurance policies obtained and maintained in connection with the Project.

Q. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Project's construction contract documents, or to evaluate the performance of materials, supplies, equipment, and facilities of Owner, prior to their incorporation into the Work, with

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appropriate professional interpretations thereof.

R. Place and pay for advertisements for Project bids, if the Project is to be bid publicly, in appropriate publications.

S. Inform Consultant in writing of any specific requirements of safety or security programs applicable to Consultant, its employees, subconsultants, subcontractors, and suppliers as visitors to the Project site.

T. Furnish, or direct Consultant to provide, Additional Services as set forth in Section 3.01, above.

5.01 Suspension and Termination

A. Suspension

1. *By Owner.* Owner may suspend the Project and Consultant's performance of Services therefor for up to ninety (90) days upon seven (7) days' prior written notice to Consultant.

2. *By Consultant.* Consultant may, after giving seven (7) days' prior written notice to Owner, suspend performance of Services under this Agreement if Consultant's performance thereof has been substantially delayed through no fault of Consultant or if Owner fails to pay Consultant as set forth in Section 2.01, above. Consultant shall have no liability to Owner, and Owner agrees to make no claim, for any delay or damage as a result of such suspension.

If the Project or Consultant's Services are suspended for more than thirty (30) days, consecutively or in the aggregate, over the term of this Agreement, then Consultant shall be compensated for all Services performed and all reimbursable expenses incurred up to the commencement date of each suspension. Additionally, upon resumption of Services, Owner shall compensate Consultant for expenses incurred as a result of the suspension and resumption of Services, and the time for performance by, and all rates, measures, and amounts of compensation to, Consultant provided for in this Agreement shall be adjusted to reflect the impact of the suspension upon Consultant.

B. *Termination.* Consultant's obligation to provide Basic and any Additional Services under this Agreement may be terminated:

1. For cause,

a. By either party upon giving thirty (30) days' prior written notice to the other party

1) in the event of substantial failure by the other party to perform in accordance with this Agreement's terms through no fault of the terminating party, or

2) where the other party becomes insolvent; files, or has filed against it, a petition in bankruptcy; makes an assignment for the benefit of creditors; assigns, sublets, or transfers any rights under or interest in this Agreement except as provided by the terms of Section 7.01, below; goes out of business; or ceases production.

b. By Consultant upon giving seven (7) days' prior written notice to Owner:

1) if Consultant believes that Consultant is being requested by Owner to furnish or perform any of the Services contrary to Consultant's responsibilities as a licensed professional firm; or

2) if Consultant's Basic or any Additional Services for the Project are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, by Owner, as set forth in Paragraph 5.01.A.1, above, or for reasons beyond Consultant's reasonable control as set forth in Subsection 9.01.D. below; or

3) if the discovery of unanticipated or changed conditions including, but not limited to, hazardous or suspected hazardous environmental conditions, at the Project site alters substantially the necessary Scope of Services or the cost or risk involved in completing the Services.

Consultant shall have no liability to Owner on account of any such termination for cause.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Subparagraph 5.01.B.1.a.1, above, if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of such notice; provided, however, that if and to the extent that such substantial failure cannot be reasonably cured within such thirty (30)-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case be more than, sixty (60) days after the date of receipt of the notice.

2. For convenience by Owner, upon fifteen (15) days' prior written notice to Consultant.

C. The terminating party under Paragraph 5.01.B.1 or 5.01.B.2, above, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant time to demobilize personnel and equipment from the Project site; to complete tasks whose value would otherwise be lost; to prepare notes as to the status of completed and incomplete tasks; and to assemble Project records and materials

6.01 Controlling Law

This Agreement, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, related to, or asserting any representation of warranty made in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by and enforced in accordance with the internal laws of the State of New York, including its statutes of limitation, without regard to any conflict of laws provisions that may apply the laws of other jurisdictions.

7.01 Successors, Assigns, and Beneficiaries

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

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B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Subcontracting with or to subconsultants, subcontractors, and/or suppliers normally contemplated by Consultant to assist with the Services shall not be considered an assignment, subletting, or transfer for purposes of this Subsection 7.01.B.

C. Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to Consultant to any construction contractor, subcontractor, supplier, or materialman, any other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Owner and Consultant and no one else.

8.01 General Considerations

A. The standard of care for all professional and related services performed or furnished by Consultant under this Agreement is the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranty, express or implied, under this Agreement or otherwise, in connection with Consultant's Services. Subject to the foregoing standard of care, Consultant, its employees, agents, subconsultants, subcontractors, and suppliers, may in the course of performing or furnishing Services use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. During the Project's construction phase, Consultant shall visit the Project site at intervals appropriate to the stage of construction, or at such other or additional intervals as are set forth in the Scope of Services, to observe the progress and quality of the Work completed by the Project's construction contractor(s). Such visits and observation will not be, and are not intended to be, an exhaustive check or a detailed inspection of the Work of such construction contractor(s); rather, they are intended to allow Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the contract documents for the Project. Based upon this general observation, Consultant will keep Owner informed about the progress of the Work and will endeavor to guard Owner against deficiencies in the Work. If Owner does not retain Consultant to serve as its Resident Project Representative for the Project but desires more extensive Project observation or full-time Project representation, then Owner shall request Consultant to furnish such services as Additional Services in accordance with Section 3.01, above.

C. Consultant shall not at any time supervise, direct, or have control over the Work or the work of any construction contractor of any tier or any of their employees, nor shall Consultant have authority over, or responsibility for, the means, methods, techniques, sequences, or procedures of construction selected or used by any Project construction contractor; for safety precautions and programs incident to a Project construction contractor's progress on the Work; or for any failure of any Project construction contractor to comply with laws and regulations applicable to such contractor's work. These rights and responsibilities are solely those of the construction contractor(s).

D. Consultant shall review and approve or take other appropriate action on submittals of any construction contractor for the

Project, such as shop drawings, product data, samples, and other data, which such contractor is required to submit, but only for the limited purpose of checking for such submittals' conformance with the Project's design concept and the information shown in the Project's construction documents. Consultant's review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges; fabrication processes; construction means or methods; coordination of the Work among construction trades or contractors; or construction safety practices, all of which are the sole responsibility of the construction contractor(s). Consultant will conduct its review with reasonable promptness, allowing such time as in Consultant's sole judgment is sufficient to permit adequate review. Review of a specific item shall not indicate that Consultant has reviewed the entire assembly of which the item is a component. Consultant shall not be responsible for any deviations from the Project's construction documents not brought to the attention of Consultant in writing by the construction contractor(s). Consultant shall not be required to review partial submittals or those for which submittals of correlated items have not been received.

E. Consultant neither guarantees the performance of any Project construction contractor nor assumes responsibility for any such contractor's failure to furnish and perform its part of the Work in accordance with the contract by and between Owner and such contractor for the Project or any applicable laws, codes, rules, or regulations. Moreover, Consultant shall not be required to sign any document, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain. Owner shall not make the resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon Consultant signing any such certification, guarantee, or warranty.

F. Consultant shall not be responsible for the acts or omissions of any Project construction contractor, subcontractor, materialman, or supplier, or of any Project construction contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work on or in connection with the Project, or for any decision made regarding, or interpretations or clarifications of, the provisions of, the construction contract documents given by or on behalf of Owner without the consultation and advice of Consultant.

G. All data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate Project phases by Consultant to Owner pursuant to this Agreement (collectively, the "Documents") are instruments of service with respect to the Project, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) therein, whether or not the Project is completed. Consultant grants to Owner a limited license to use the Documents on the Project, on extensions of the Project, and for related uses of Owner, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the Documents, and subject to the following limitations:

1. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for reuse by Owner or others on extensions of the Project scope beyond that now contemplated, on any other project, or for any other use or purpose, without specific written verification or adaptation by Consultant as Additional Services.;

2. Any use or reuse or any modification of the Documents without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant, or to Consultant's directors, officers, employees,

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agents, subconsultants, subcontractors, or other independent professional associates;

3. Owner shall indemnify Consultant and Consultant's directors, officers, employees, agents, subconsultants, subcontractors, and other independent professional associates and consultants against, and hold all and each of them harmless from, all claims, causes of action, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorneys' fees and any court costs), arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and

4. The limited license granted to Owner by Consultant shall not create rights in third parties.

Owner acknowledges and agrees that the Documents may contain certain design details, features, and concepts from Consultant's own files and records, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Consultant. Nothing in this Subsection 8.01.G shall be construed to limit Consultant's right to re-use such design details, features, and concepts on other projects, in other contexts, or for other clients.

Owner and Consultant agree to transmit and accept Project-related correspondence, text, data, reports, drawings, specifications, record drawings, graphics, and other deliverables in electronic media or digital format, either directly or through access to a secure Project website or portal in accordance with a mutually agreeable protocol.

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

I. The parties hereto acknowledge that Consultant's Scope of Services does not include any service related to any hazardous or suspected hazardous environmental condition (including, but not limited to, the presence of asbestos or asbestos-containing materials, PCBs, lead, petroleum, hazardous substances or waste, and radioactive materials). If Consultant encounters or learns of a hazardous environmental condition at, on, in, under, or near the Project site, or if investigative or remedial action or other professional services are necessary with respect to any hazardous environmental condition, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Basic and any Additional Services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the hazardous environmental condition; and (2) warrants that the Project site is in full compliance with applicable laws and regulations. If Owner cannot fulfill the foregoing requirements, or if the presence at, on, in, under, or near the Project site of a hazardous environmental condition affects adversely the performance by or on behalf of Consultant of any of the Services, then Consultant may

terminate this Agreement for cause, as set forth in Subparagraph 5.01.B.1.b, above. Owner acknowledges that Consultant is performing professional services for Owner, and that Consultant is not, and shall not be required to become, an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances or waste, as such terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act as amended, 42 U.S.C § 9601, *et seq.*, (CERCLA), which are or may be encountered at, on, in, under, or near the Project site in connection with any of Consultant's Services or activities under this Agreement.

J. Owner acknowledges that Consultant's Scope of Services does not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or the municipal advisor registration rules issued by the Securities and Exchange Commission Registration (78 Fed. Reg. 67468 (2013)); (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

K. The Equal Employment Opportunity and Affirmative Action Clause set forth by the United States Department of Labor in its regulations (41 Code of Federal Regulations (CFR) § 60-1.4(a)) is hereby incorporated by reference herein insofar as it is required by such regulations and unless its application is exempted by applicable statutes, rules, regulations, or orders Consultant agrees, unless exempted therefrom, that Executive Order (EO) 11246 of September 24, 1965, is incorporated by reference in this Agreement, and Consultant agrees to abide by the terms of EO 11246 and the related rules, regulations, and relevant orders of the U.S. Secretary of Labor. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a) (Equal opportunity clause), 60-300.5(a) (Equal opportunity for VEVRAA-protected veterans clause), and 60-741.5(a) (Equal Opportunity for workers with disabilities), which prohibit discrimination in employment against qualified individuals based upon their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based upon their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Consultant shall include the foregoing requirements in its contracts with any subconsultant or subcontractor furnishing services to or on behalf of Consultant for the Project.

9.01 Period of Service

A. The specific schedule of Basic Services is more specifically described in the letter part of this Agreement or in Exhibit "A." The term of this Agreement commences upon the acceptance of this Agreement (including all Exhibits) by Owner, which constitutes authorization or notice to Consultant to proceed and, unless such term is extended or renewed or is suspended or terminated as set forth in Section 5.01, above, expires at the time described in the letter part of this Agreement or in Exhibit "A" or, if not so described, upon substantial completion by Consultant of the Basic and any Additional Services.

B. The schedule provisions of this Section 9.01 and the various rates of compensation for Consultant's Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. If execution of this Agreement and authorization for

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Consultant to proceed is delayed beyond the date and timeframe established in the letter part of this Agreement or in Exhibit "A," or if Consultant's Services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, by Owner or for reasons beyond Consultant's reasonable control, then the time for performance by, and all rates, measures, and amounts of compensation payable to, Consultant provided for herein shall be adjusted to reflect the impact of the delay or suspension upon Consultant.

C. If Owner has requested significant modifications to or changes in the general scope, extent, or character of the Project, then the time for performance of Consultant's Services shall be adjusted to reflect the impact of such modifications or changes upon the schedule for performance described in Subsection 9.01 A. above.

D. The provisions of the foregoing Subsections 9.01 A through C notwithstanding, any delay in or failure of performance by either party to this Agreement shall not constitute a default under this Agreement giving rise to termination or suspension as set forth in Section 5.01, above, nor give rise to any claim for damages, if and to the extent that such delay or failure is caused by, arises from, or relates to an occurrence or event beyond the control of the party affected, including, but not limited to, acts of third parties; acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel, supplies, or equipment; fire, flood, hurricane, tornado, or blizzard; labor unrest or strike; riot; epidemic, pandemic, or other public health emergency; utility outage; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is delayed in or prevented from performing for any reason shall promptly notify the other in writing of the reason for the non-performance, the anticipated extent of any delay, and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Costs

As Consultant has no control over the cost or availability of labor, materials, equipment, or services furnished by others, or over any construction contractor's method of determining prices, or over competitive bidding or market conditions, Consultant's opinions of probable total Project costs and construction costs, if provided for in this Agreement or in Exhibit "A," will be made on the basis of Consultant's experience and qualifications and will represent Consultant's reasonable judgment as an experienced and qualified professional Consultant familiar with the construction industry, but Consultant cannot and does not guarantee or warrant, expressly or implicitly, that Project proposals, bids, or actual total Project or construction costs will not vary from Owner's Project budget or any opinion of probable costs prepared by Consultant. If Owner wishes greater assurance as to total Project or construction costs, then Owner shall employ an independent cost estimator at Owner's sole expense.

11.01 Dispute Resolution

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

B. If any dispute cannot be resolved pursuant to Subsection 11.01 A above, and only if mutually agreed by Owner and Consultant, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a

mediator, to be selected by the parties jointly, prior to one party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation shall become binding upon them. The costs of mediation shall be shared equally between the parties.

12.01 Insurance

A. The following types and amounts of insurance shall be procured and maintained by Consultant throughout the duration of Consultant's performance of the Services:

1. **Workers' Compensation Insurance** in the amounts required by law to provide protection for employees of Consultant in the event of job-related injuries.

2. **Comprehensive General Liability Insurance, including broad form and contractual liability endorsements**, having a limit of \$1,000,000 per occurrence and \$1,000,000 aggregate, for personal injury and property damage.

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

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

Owner shall be named as an additional insured with respect to the coverages set forth in Paragraphs 12.01.A.2 and 12.01.A.3, above, on a primary and non-contributory basis.

13.01 Notice

Any notice required by the terms of this Agreement to be given by one party to the other shall be in writing and shall be deemed to have been duly given (1) on the date of service, if served personally upon the party to whom notice is to be given, or (2) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by first-class certified U.S. mail, postage prepaid, return receipt requested, or (3) on the date of receipt, with written verification thereof, if delivered to the party to whom notice is to be given by a recognized overnight delivery service, at the addresses and to the persons set forth in the letter part of this Agreement. Either party may change its address for notice purposes by giving notice to the other party as prescribed by this Section 13.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

14.01 Total Agreement; Severability; Waiver; Section and Paragraph Titles

A. This Agreement (consisting of the letter part of this Agreement, attached Exhibits "A" and "B," and any additional exhibits or other attachments referenced in the letter part of this Agreement or by subsequent amendment), constitutes the entire agreement between Owner and Consultant with respect to its subject matter and supersedes all prior written or oral understandings regarding such subject matter. This Agreement may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

B. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to

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expressing the intention of the stricken provision.

C. Any specific right or remedy provided to a party by the terms of this Agreement will not be exclusive but will be cumulative of all other rights and remedies. A party's non-enforcement of any provision of this Agreement or its failure to insist upon strict compliance with any of the terms and conditions of this Agreement in any one or more instance shall not constitute a waiver of such provision, term, or condition, nor shall it affect the enforceability or future exercise of that provision or of the remainder of this Agreement.

D. The Section, Subsection, and Paragraph titles used in these Terms and Conditions are for general reference only and are not part of this Agreement.

15.01 Survival

The parties expressly agree that the rights, duties, representations, and obligations set forth in Sections 2.01, 4.01, 6.01, 7.01, 8.01, 11.01, 13.01, and 14.01 of this Agreement, as well as those provisions set forth in any document incorporated by reference into this Agreement that by their nature require survival, shall survive the completion of the Services and the Project and any termination, cancellation, or expiration of this Agreement.



John Obleman, PE

Principal Engineer

John Obleman has 22 years of experience in consulting engineering and has experience with all phases of building projects, from planning and design through construction. As principal engineer his responsibilities include structural analysis, design, investigation, inspection, project management, and construction management. His technical experience includes structural analysis and design of all different types of buildings and structures that include terminal buildings, military facilities, schools, hangars, treatment plants, municipal and commercial buildings, equipment platforms and utility bridges. John also has experience in investigation and inspection of existing structures along with extensive experience in project management for multi-discipline projects.

Total Experience

22 years

With C&S Since

1998

Education

B.S., Civil Engineering,
Clarkson University, 1998

Registrations

Professional Engineer —
NY, OH, PA, MI, FL,
Northwest Territories and
Nunavut, Canada

Organizations

American Institute of Steel
Construction

American Concrete
Institute

Experience

Municipal

New Highway Garage, Town of LaFayette, NY, 2014— Structural Engineer of record for the design for a new 22,500-square-foot town highway garage. Building includes office space, vehicle storage, vehicle maintenance area, vehicle wash bay, and various storage rooms. Cost: \$3.2 million.

Highway Maintenance Facility, Onondaga County Department of Transportation, Jamesville, NY, 2003— Structural engineer for four new buildings; total of 87,000 square feet. One building is a state-of-the-art maintenance facility; two buildings are heated storage buildings for equipment and vehicles, and one building is a new administration building. The project was phased so the County operations went uninterrupted. Two additional buildings (12,000 square feet) were renovated as part of this project. Cost: \$10 million.

Canal Maintenance Facility, NYSTA Canal Division, Syracuse, NY, 2003—Structural engineer for a new 46,000-square-foot, state-of-the-art canal maintenance building. Project included programming, site selection, environmental study, design, and construction administration. Design included a 1,100-linear-foot bulkhead wall along the river, which included a boat slip and traveling marine hoist. There is a carpenter's shop, electric shop, and a 10-ton bridge crane over the machine work area. Cost \$10.1 million.

Highway Maintenance Facility, Cortland County, Cortland, NY, 2002—Structural engineer for a new 28,000-square-foot, state-of-the-art highway facility. Design included 8 truck maintenance bays, two heavy equipment bays, three carpool service bays, a tire shop, welding shop, wash bay and paint booth. Cost: \$2.66 million.

Aviation

South Terminal Complex, Orlando International Airport, Orlando, FL, Ongoing—Project manager for the entire structural component of this project and Lead structural engineer for the 1,000,000 square feet Airside Terminal Building. The structural components include deep and shallow foundations, concrete pavement, masonry, tilt-up panels, multi-story steel structures, and large clear span conditions. The project includes seven buildings that include the Airside Terminal, Landside Terminal, Ground



Transportation Facility, Parking Garage, Central Receiving Facility, Central Energy Plant and Ground Service Equipment Building. Construction Cost approximately: \$2.1 billion

Project Elevate Concourse A Expansion, Gerald R. Ford International Airport, Grand Rapids, Michigan, 2020—Structural engineer of record for the design of the expansion and renovation of Concourse A. Which is a two-story addition approximately 150,000 square-foot addition along with modifications and relocation of existing gates/jet bridges: \$90 million

Project Elevate FIS Phase 1 Addition, Gerald R. Ford International Airport, Grand Rapids, Michigan, 2020—Structural engineer of record for the design of the expansion and renovation of the terminal baggage area. Which consists of a two-story addition approximately 12,000 square-foot addition: \$10 million

Terminal Improvements, Syracuse Hancock International Airport, Syracuse, NY, 2017—Structural engineer of record for the design of the improvements to the existing terminal buildings. The project included the demolition of the existing drop-off canopy, modifying and reinforcing existing terminal framing to accommodate additional building areas, replacing existing walls with full-height glass curtain walls, and adding architectural features and signage. Cost: \$45 million.

Terminal W-247 Airside 4 Improvements, Orlando International Airport, Orlando, FL, 2014—Lead structural engineer for the structural components, including foundations and steel framing. The project includes expansion and renovation of approximately 161,000-square-foot. space for the Federal Inspection Services (CBP/FIS) Area. The project includes a two story addition, modifications and relocation of existing gates/jet bridges, modification and relocation of underground utility tunnel, and a new central plant: \$110 million

Crash, Fire and Rescue Facility Building Operations Additions, Ithaca Tompkins Regional Airport, Ithaca, NY, 2012—Lead structural engineer for the 2,200-square-foot addition to the CFR facility that included all the engineering for structural components, including foundations and steel framing. Project cost: \$.5 million.

Passenger Terminal Security & Access Improvement Project, Syracuse Hancock International Airport, Syracuse, NY, 2010—Lead structural engineer for all structural components, including foundations and steel framing for a 150,000-square-foot, two-story building addition along with an addition of a second level to the existing single story portion of the terminal building. Project cost: \$60 million

CFR Building Renovations, Binghamton International Airport, Binghamton, NY, 2004—Lead structural engineer for the complete renovation of a 12,000-square-foot facility. Lead structural engineering for all the structural components, including foundations and steel framing. Project cost: \$ 3.2 million.

Authorities

New York Power Authority Security Building, Gilboa, NY, 2013—Project manager and Lead structural engineer for the new 4,000 -square-foot security facility project. The project included the design of a new Security Building. The project included all aspects of a typical building design (civil, structural, architectural and MEP). Project cost: \$3.5 million.

New York Power Authority Office/Warehouse Building, Gilboa, NY, 2013—Project manager and Lead structural engineer for the new 33,000 -square-foot facility that consists of 24,000 square feet of warehouse and 9,000 square feet of office space. The project included a 10-ton bridge crane, an automated file retrieval system. The project included all aspects of a typical building design (civil, structural, architectural and MEP). Project cost: \$5 million.



Kevin J. Spytko, PE

Senior Project Engineer

Kevin Spytko has more than eight years of experience in consulting engineering and the construction industry working as a structural engineer on various types of projects. He has experience in the analysis and design of structural steel, concrete, masonry and wood-framed structures. His experience includes the design of projects for industrial, commercial, aviation, education, and residential facilities.

Total Experience

8 years

With C&S Since

2012

Education

B.S., Civil Engineering,
Clarkson University, 2011

Registrations

Professional Engineer — NY

Organizations

American Society of Civil
Engineers

American Institute of Steel
Construction

Experience

Aviation

Concourse A Expansion, Gerald R. Ford International Airport, Ongoing—Structural engineer for the approximately 150,000 square foot addition to the existing concourse. The expansion includes a barrel saw-tooth roof utilizing curved structural steel members. Cost: \$90 million.

South Terminal Complex, Orlando International Airport, Orlando, FL, Ongoing—Structural engineer focusing on the design of the Airside Concourse hub. The hub occupies a footprint of approximately 150,000sf and contains several interior levels and multiple roof levels as well as a large atrium area. The total project includes seven buildings that include the Airside Concourse, Landside Terminal, Ground Transportation Facility, Parking Garage, Central Receiving Facility, Central Energy Plant, and Ground Service Equipment Building. Cost: \$2.1 billion.

Terminal Improvements, Syracuse Hancock International Airport, Syracuse, NY, 2017—Structural engineer for the design of the improvements to the existing terminal buildings. The project included the demolition of the existing drop-off canopy, modifying and reinforcing existing terminal framing to accommodate additional building areas, replacing existing walls with full-height glass curtain walls, and adding architectural features and signage. Cost: \$45 million.

Terminal W-247 Airside 4 Improvements, Orlando International Airport, Orlando, FL, 2016—Structural engineer focusing on the design of the 161,000sf expansion and renovation to the Federal Inspection Services (CBP/FIS) area. Cost: \$110 million.

Multi-Purpose Facility, Griffiss International Airport, Rome, NY, 2014—Structural design engineer for a new facility consisting of a 4200sf single-story FIS building and a 10,000sf two story multi-purpose building. The FIS building was constructed using glu-lam wood framing and a concrete foundation. The multi-purpose building was constructed using structural steel framing, concrete elevated floor slabs, and a concrete foundation. Cost: \$6 million.

Terminal and Maintenance Building, Genesee County Airport, Batavia, NY, 2014—Structural design engineer for an 8000sf two-story terminal building attached to a 15,000sf pre-engineered maintenance building. The terminal building consisted of structural steel framing and concrete shallow foundations. The maintenance building



consisted of pre-engineered tapered steel frames supported by concrete shallow foundations. Cost: \$7 million.

10-Bay Tee Hangar, Massena International Airport, Massena, NY, 2014—Structural design engineer for a new pre-engineered ten bay tee hangar at Massena International Airport. Structural scope consisted of the design of a foundation system utilizing helical piles supporting concrete pile caps and grade beams. Geo-foam was used to minimize overburden loads and associated soil settlements. The steel structure was designed by a pre-engineered building supplier and was coordinated with the foundation design. Cost: \$1.2 million.

Industrial

Syracuse Label Expansion, Syracuse, NY, 2019—Structural engineer for the approximately 23,000 square foot addition to the existing facility. A pre-engineered metal building was utilized to provide space for manufacturing, warehouse needs, and employee meetings. The project included installing overhead cranes in the existing building as well as the expansion. Additional loading docks and exterior stairs and canopies were also included in the project.

Revere Copper Coating Line Foundation Design, Rome, NY, 2012—Structural engineer for the design of concrete foundations to support a relocated coating line. Foundations included large cast-in anchors, pits, and embedded items to facilitate the installation of the equipment. The project also included the design of several structural steel mezzanines and support structures.

Special Metals Furnace Installations, New Hartford, NY, 2012—Structural engineer for the design of concrete foundations, 14 foot deep equipment pits, structural steel mezzanines, and other miscellaneous supports for the installation of three new process furnaces for the production of a special steel alloy used in airplane engine manufacturing.

Cargill Conveyor Structure Design, Lansing, NY, 2013—Structural engineer for the design of concrete foundations and structural steel framing for the installation of new conveyor support structures and trusses. Special considerations were utilized to mitigate corrosion on the exterior structures.

Kerry Bio-Science Blender Room Addition, Norwich, NY, 2013—Structural engineer for the design of a light-gauge steel framed building inside the existing facility.

Parking Facilities

Fayette Street Parking Garage 2016 Maintenance and Repairs, Syracuse, NY—Performed an evaluation and produced structural drawings detailing rehabilitation of structural elements and painting as required. Evaluated and designed repairs for the existing metal pan stairs and stair towers. Construction phasing to ensure minimal impacts to the owner was coordinated during the design process.

Madison-Irving Parking Garage 2016 Stair Maintenance and Repairs, Syracuse, NY—Evaluated and designed repairs for the existing metal pan stairs and stair towers. Produced design drawings and specifications indicating repair details and product requirements. Construction phasing to ensure minimal impacts to the owner was coordinated during the design process.

St. Joseph's Hospital POB and MOC 2016 Garage Inspections, Syracuse, NY—Performed the required annual visual inspections for the POB and MOC parking garages. A report was provided to the owner indicating noted deficiencies, and recommended repair timelines.

Syracuse Hancock Airport Garage Miscellaneous Repairs, Syracuse, NY, 2016—Evaluated and designed repairs for the existing garage. Produced design drawings and specifications indicating repair details and product requirements. Construction phasing to ensure minimal impacts to the owner and travelers was coordinated during the design process.



Michael Duclos, PE

Engineer

Michael Duclos has more than five years of experience in consulting engineering, investigations and construction inspection working as a structural and site/civil engineer. His responsibilities include design, analysis, investigation, and inspection. His project experience includes the following building types: aviation, industrial, education, parking facilities, and healthcare.

Total Experience

5 years

With C&S Since

2015

Education

Bachelor of Civil
Engineering, Clarkson
University, 2014

Registrations

Professional Engineer — NY

OSHA 10 Hour

Experience

Aviation

South Terminal Complex, Orlando International Airport Orlando, FL, 2019—Structural designer for the 1,000,000-square-foot Airside Terminal Building. The structural components include deep and shallow foundations, concrete pavement, masonry, tilt-up panels, multi-story steel structures, and large clear span conditions. The project includes seven buildings that include the Airside Terminal, Landside Terminal, Ground Transportation Facility, Parking Garage, Central receiving Facility, Central Energy Plant and Ground Service Equipment Building. Cost: \$2.1 billion.

Canopy Demolition, Syracuse Hancock International Airport Syracuse, NY, 2016—Prepared drawings and assisted in construction coordination for the demolition of the existing drop off canopy. The canopy was constructed of precast beams spanning 50 feet with glass skylights on top of concrete decks.

Terminal Amenities, Albany International Airport Albany, NY, 2019—Structural engineer for the design of a roof replacement of an existing skylight to standing seam metal roof with a PV solar array system. This project also included the design of support for 3D channel lettering to the existing building across the main terminal.

Industrial

Sunoco Ethanol Plant Brew House, Fulton, NY, 2016—Assisted in structural design for the conversion of an existing brew house into an Ethanol Bio-refinery plant. New concrete slabs were designed on the exterior and interior of the building to accommodate new silos, conveyors and process equipment. Cost: \$9 million.

X-RAY Addition, Consolidated Precision Products Chittenango, NY, 2016—Site/Civil Engineer for the addition of a 36-foot by 30-foot pre-engineered metal building to their existing facility. Site/Civil components included relocation of an existing roadway and site components as well as providing a new grading plan.

Parking and Highway Facilities

Madison County Highway Facility, Eaton, NY, 2020—Structural engineer for the design of a 65,000-square-foot pre-engineered highway building for the Madison County. Design included shallow foundations for the pre-engineered metal building, concrete walls and foundations for a 150-foot by 150-foot salt shed, foundation for a 46-foot tall water tank, foundation for a fuel facility, and the design of a 50-foot wide by 250-foot long pole barn. Cost: \$19.5 million.





Kristian S. Obine, LEED AP

Electrical Engineer

Kris Obine is an electrical engineer in the Education, Healthcare & Public Facilities Group. With more than 25 years of experience, Kris has extensive experience in all phases of the design and construction process, including infrastructure evaluations, cost estimating, design build, construction administration, and project management. His projects include college and university, education, municipal, commercial, retail, courthouse, government, and healthcare facilities.

Total Experience

25+ years

With C&S Since

2017

Education

B.S., Electrical Engineering
Technology, Rochester
Institute of Technology,
1995

Registrations

LEED Accredited
Professional

Experience

Upgrade Site Lighting Campus-wide, SUNY Cortland, Cortland, NY—Electrical engineer responsible for design, bidding, and construction administration services for replacing the site lighting and emergency blue phone communication systems throughout the 190-acre campus. The campus had a mismatch of light fixtures with varying light sources and inconsistent light levels throughout the campus. The design included removal of site lighting, emergency blue phones and associated control systems, and branch circuitry. The new lighting and control systems provide SUCF and Illumination Engineering Society compliant lighting. New emergency blue phone are provided at select locations to provide coverage through the entire campus. Estimated Cost: \$5.5 million.

Parking Garage, Syracuse, St. Joseph's Hospital Health Center, NY, 2018—Responsible for preparing a design-build request for proposal for the design and construction of a multi-level, 450-car parking garage to replace the existing Main Primary Care Center (PCC) Parking Garage in Syracuse. Kris was responsible for preparing contract documents with design criteria relating to the electric service, power distribution, and lighting system. The estimated project budget is approximately \$11 million.

SPD A/E IDIQ Term Contract, NKB Architecture & Engineering, US GSA, Zone 2, NorthEast US, Ongoing—Electrical engineer for various projects through a five year-term contract. Clients include FDA, GSA, for general building and lab renovations.

AXA Towers Parking Garage, City of Syracuse, NY, 2018—Project included providing design, construction documents, and construction administration services for structural and mechanical repairs, replacement of the fire protection system, and lighting upgrades. Kris was responsible for the design of upgraded exit signs and emergency lighting. The project also included new lighting at the plaza level above the garage. Cost: \$1,000,000.

PIN 5761.02; Onondaga Creekwalk Phase II, City of Syracuse, Onondaga County, NY, 2016—Project involved new mixed-trail construction, roadway resurfacing/reconstruction, and new sidewalks along Onondaga Creek between West Colvin Street and Walton Street for a distance of 2.2 miles. Kris was responsible for providing the lighting design and power distribution for multiple electrical services. Cost: \$7.8 million.

The projects below were performed for a previous employer.



Fire Station II (LEED Gold), Fort Drum, NY—Electrical engineer responsible for the design that included power distribution, lighting, telephone, data, door security monitoring, site lighting, base fiber optic, and copper cable as well as a mass notification fire alarm system for the 22,231-square-foot fire station. The fire station consisted of five apparatus bays, dorm rooms for 10 fire fighters, administrative space for the fire officers and inspectors, physical training area, training classroom, emergency medical service/decontamination area, latrines, laundry, and various types of storage areas.

Training Support Center (LEED Gold), Fort Drum, NY—Electrical engineer responsible for the design and construction administration for the 72,000-square-foot facility. The project included offices, classrooms, secure vaults, shipping and receiving, fabrication shops, and warehouse spaces. The project also had a 3,670-square-foot storage building. The electrical design included site medium voltage distribution, lighting, and communication ductbanks systems as well as interior lighting, power, voice and data systems, fire alarm and mass notification, and a 50 kW photovoltaic system.

CNY CENTRO (LEED Silver), Central NY Regional Transportation Authority, Syracuse, NY—Electrical engineer responsible for project management of MEP systems and design of electrical systems. Systems included in the design are normal and emergency power distribution, lighting, daylight harvesting, fire alarm, card access and infrastructure for telephone, data, and CCTV, and exterior signage for bus routing and traffic control. The exterior canopy lighting systems consist of LED fixtures with multi-level control and integration into the daylight harvesting system. A 150 kW natural gas generator provides emergency power to life safety and standby loads.

Fire Alarm System Replacement, NBC Studios, New York, NY—Electrical engineer for this project involving the design of a power riser dedicated for fire alarm use in the NBC Studio building. Normal power was derived from existing switchgear within the high-rise building complex. The system included an automatic transfer switch with emergency power derived from the existing emergency paralleling switchgear. Kris was also responsible for the design of a fire alarm and detection system for the NBC Studio building. The system was designed to coordinate with existing variances.

Hangar 3-10 Apron Expansion, Fort Drum, NY—Electrical engineer was responsible for the electrical design of the new 39,000-square-foot helicopter landing pad and apron. The project included rerouting existing buried electrical and communication ductbanks and new ground pads. The design also included medium voltage power distribution to apron lighting and taxiway signage, specification of apron and landing pad light fixtures, aircraft static grounding points, and protection of existing power and communication utilities that were in conflict with the new apron and landing pad.

Bus Garage, Jamesville Dewitt Central School District, Dewitt, NY—Electrical engineer for this project consisting of demolition of two bus garage bays damaged by fire and the addition of two new bays added to the building, with new LED lighting for the added bays.

Cameron Indoor Stadium, Duke University, Durham, NC—Electrical engineer responsible for the design of the fire alarm and detection system for the new two-story south entrance addition and hospitality space. The system included an emergency voice alarm and communication system. The project also included a delegated design for the existing stadium. The delegated design provided technical requirements for replacing the existing outdated fire alarm system so that in the end, the addition and existing stadium fire alarm systems will be one complete system. This was done to allow a compressed design and construction schedule.

Organizational Maintenance Shop, Kingston Armory, Kingston, NY—Electrical engineer for this project consisting of a 15,500-square-foot freestanding maintenance shop containing five work bays, one warm-up bay, offices, latrine, lockers area, storage areas (POL, flammable, unheated) work and repair rooms, and miscellaneous support spaces. Kris was responsible for the design of the electrical service, power distribution, lighting, communication infrastructure, and fire alarm system.



Randy Arnold

Senior Project Environmental Scientist

Randy has over 20 years of experience providing diverse environmental consulting services and is responsible for overall project life cycles. He is the Manager of the Hazardous Building Materials Consulting Services line. Randy's background includes extensive services to public and private-sector clientele including Healthcare, Pharmaceutical, Private Developers, K-12 Education, Colleges/Universities, Municipalities, Industrial, Commercial, and Energy Sector.

Total Experience

20+ years

With C&S Since

<1 Year

Education

Finger Lakes Community
College, Canandaigua, NY,
Natural Resources
Conservation and Natural
Resources Conservation
Law Enforcement

Dale Carnegie
Professional
Development, Leadership
For Management

Registrations

New York Certified Air
Technician
New York Certified Project
Monitor
New York Certified
Asbestos Building
Inspector
New York Certified
Asbestos Project Designer
10-Hour OSHA
Construction Safety and
Health Training
40-Hour OSHA
HAZWOPER



Experience

Asbestos Project Management, over 40 NYS School Districts, NY, 1990-2020—Provided project management and consulting work for multiple NYS school districts over the past twenty years. This position required acting as the school's representative in matters pertaining to asbestos, lead paint, mold, PCBs, and other air quality issues.

Hazardous Materials Consulting, Bristol Myers Squibb, East Syracuse, NY, 2016-Current—Provide asbestos, lead and PCB surveys for 30 buildings (over 2.5 million square feet). Currently I am the client contact/field manager for BMS projects. (2016-Current)

Hazardous Materials Consulting, Former Nepera Chemical Plant, Harriman, NY, 2015—Provided asbestos, lead and PCB surveys for 90 buildings (over 2 million square feet). This project also included, project coordination, inspection of work practices, QA/QC of completed phases of work, assurance of adherence to specifications, asbestos oversight of workers during demolitions of all site buildings, and reporting. Overall field manager for the project duration.

Hazardous Materials Consulting, AES Corporation, NY, 2005 & 2010—Provided asbestos, lead and PCB surveys for four power stations (over 1 million square feet). Overall field manager for the project duration.

Asbestos Project Management, Kodak Park, Rochester, NY, 2007—Provided oversight of project monitor personnel in support of the footprint reduction project at the Kodak Park Facility, in Rochester, New York. This project entailed the oversight of over 80 abatement workers daily.

Brownfield Project Management, Mohasco Mills, Amsterdam, NY, 2006—Provided oversight of hazardous material remediation, performed duties as the On Site Project Manager. This project included Site restoration (revitalization), project coordination, inspection of work practices, QA/QC of completed phases of work, assurance of adherence to specifications, asbestos oversight of approximately 30 workers during demolition/implosions of six buildings, and reporting.

Asbestos Building Inspections, Topaz Power Group, South Texas, 2005—Provide asbestos surveys and operations and maintenance plans for seven power stations. Field team leader for a team responsible for the survey of three plants (over 1.5 million square feet) and overall field manager for the project duration.

Salt Storage Building for New Highway Facility

Madison County | Eaton, New York

C&S provided professional services related to the design and construction of the salt storage facility. The salt storage structure is a 150 foot long by 150 foot wide fabric structure consisting of hot dipped galvanized steel frames and an HDPE fabric cover. The structure has three closed sides for protection against the elements with an open front for loading and unloading salt. The steel frames are trusses spanning 150 feet spaced approximately 16 foot on center that rest on top of a 10 foot tall by 2 foot thick concrete retaining wall designed to resist overturning moments from the trusses, as well as loads from salt and soil. The trusses provide a clear height of 53'-11" at the peak and 63'-11" including the 10 foot tall wall.



Contact:

Mark Scimone
County Administrator
(315) 366-3071
mark.scimone@madisoncounty.ny.gov

Salt Storage Facilities

City of Syracuse and Oswego County | New York



Contact:

Mary Robison, PE
 City Engineer
 (315) 448-8214
 mrobison@syrgov.net

The City of Syracuse Department of Public Works needed a new 7,200-square-foot salt storage facility to house approximately 6,000 tons of salt. C&S worked closely with the DPW to determine the type of salt storage facility that would best suit their needs, and

provided planning, design, and construction services.

The geological makeup of the chosen site required a pile foundation for the building. Costs were investigated for various pile and building wall configurations. C&S estimated construction costs for multiple width and length combinations so that the owner could determine the optimum shape building for their budget and salt storage capacity requirements.

- ◆ 60-foot-by-120-foot rectangular clear span building
- ◆ Oversized opening at each end of the facility so unloading and loading of salt can occur simultaneously.

- ◆ Openings are large enough for an 18-wheeler to exit with its bed in the erect position.
- ◆ Foundation consists of a concrete pier, wall, and footing on a pile foundation.
- ◆ Walls are 10.5 feet above grade.
- ◆ Concrete was designed for durability and protected from corrosion.
- ◆ A wooden rigid frame building by Storex, Inc., sits on the concrete piers, providing a lower profile building with more storage capacity and less wasted space.
- ◆ Floor of the building is asphalt pavement.



Contact:

Kurt Ospelt
 Highway Superintendent, Oswego County
 (315) 349-8256
 Kurt.Ospelt@OswegoCounty.com

The concrete retaining wall was designed to accept a head-on thrust at the top of the wall from a D-8 at full speed from the top of the salt pile.

C&S designed a 7,000-square-foot salt storage building for the Oswego County Highway Department.

The entrance door is 30 feet tall—tall enough to allow an 18-wheel trailer to exit with its bed in the erect position. The concrete retaining wall was designed

A unique design feature of this building was the laminated wooden-rigid frame superstructure. The foundation consisted of a reinforced concrete retaining/foundation wall. The concrete was designed for durability and protected from the corrosion causing elements by increasing the concrete cover over the rebar, epoxy coating the rebar, and epoxy sealer application to the inside surface area of the walls.

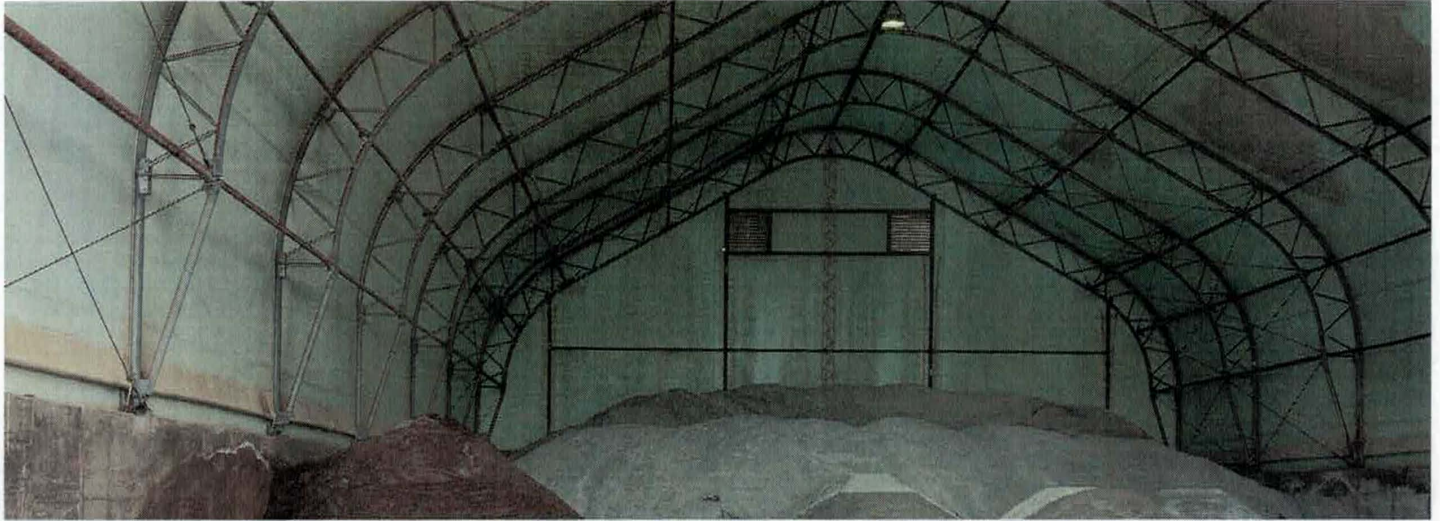


BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Architectural/Engineering Services

Town of Vestal-Town Highway Garage - Salt Barn Roof

March 12, 2021



Bergmann

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Binghamton, NY 13901

Greg Springer, AIA

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www.bergmannpc.com

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BERGMANN

ARCHITECTS ENGINEERS PLANNERS

Meet Bergmann

A national Architecture, Engineering & Planning firm with strong local connections.

1980

Year Founded

Bergmann was founded in 1980 with seven employees.

400+

Our Staff

We employ more than 400 professional and technical staff.

>90%

Repeat Clients

More than 90% of our work is from repeat clients.

262

Engineering News Record Rank

We ranked 262 in ENR's Top Design Firm rankings for 2019.

87

Architectural Record Rank

We ranked 87 in Architectural Record's rankings for 2018.

60

Building Design + Construction Rank

We ranked 60 in the Top 100 Architecture/Engineering Firms nationally in 2019.

Northeast Region

ALBANY, NY | BINGHAMTON, NY | BUFFALO, NY | HORSEHEADS, NY | ROCHESTER, NY | SYRACUSE, NY

Communities across the Northeast benefit from Bergmann's integrated approach to architecture, engineering and planning. Bergmann designs dynamic, creative solutions that will stand the test of time, while promoting environmental and functional sustainability.



Copenhagen Central School District



Renaissance Academy Charter School

Who We Are

Bergmann Architects, Engineers & Planners have been delivering solutions for clients across the United States and Canada for nearly four decades. From humble beginnings in Upstate NY, Bergmann has grown into a national firm.

- Advocates for functional and environmental sustainability on every project.
- Working hand in hand with communities, partners and clients on efforts that range from major buildings and commercial developments to critical transportation infrastructure and community planning.
- An employer of choice for the top professionals in our industries.

Buildings

Bergmann's buildings teams produce projects from the inside out, serving markets from the commercial & retail sectors to the municipal & education markets as well as the research & manufacturing disciplines.

Infrastructure

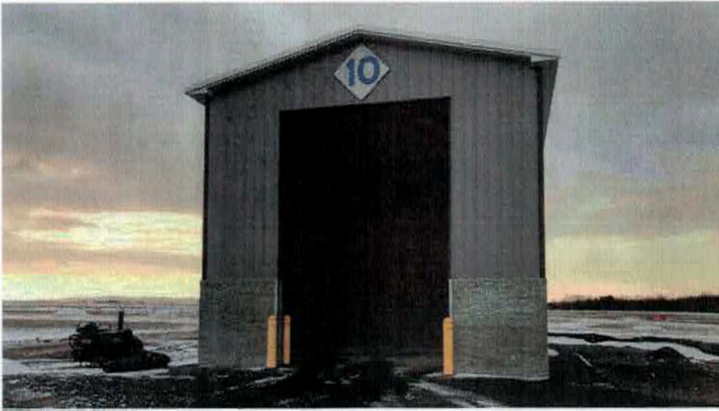
From roads, bridges and rail to waterway structures and energy, Bergmann's infrastructure projects lay a strong foundation for communities across the US and Canada.

Relevant Project Experience

Bergmann recently completed design for a 5-story mixed commercial and residential building in Downtown Rochester, NY. The new building was built upon an existing 3-story underground garage and required the analysis & verification of the existing garage's column and foundation capacity to support the new structure above. The following page includes three additional projects with relevant experience.



RELEVANT EXPERIENCE



NYS OFFICE OF GENERAL SERVICES SALT SHED

ORISKANY, NY

Bergmann provided a new 1,500SF wood framed foundation design of a new pre-engineered building salt storage shed. Major structural design elements were effectively retaining the loads imposed by the stored salt in addition to impact loads from trucks & loaders, while detailing the concrete reinforcement to last many years during the expected lifetime of the shed. During Construction Bergmann as the Engineer of Record reviewed the wood framed structure for design compliance to the applicable building codes.



MONROE COUNTY FLEET CENTER ROCHESTER, NY

Bergmann provided architectural and engineering design services for a new 58,000 sf expansion of Monroe County's Fleet Center Complex to accommodate the County's Rochester Operations Center. Program components included space for operations, maintenance and administrative staff; meeting/workshop rooms; locker rooms; storage of equipment, vehicles, small parts, materials and records. The project included a 7,000 SF addition for the relocation of the Monroe County Sheriff's Department K9 unit, hostage rescue team, bomb squad and SWAT unit. Scope included Material Storage enclosure where Bergmann provided the foundation design.



VESTAL FIRE STATION

Vestal, NY

Bergmann was retained in 2019 by the Town of Vestal to provide A/E Services and Owner's Representation for the design of a new fire station. The Town of Vestal had recently purchased an existing building and property to become the location of the new fire station. As part of our Schematic Design service we assessed the existing structure, including foundations, for accommodating the adaptive re-use to the new Fire Station. Analysis included a complete seismic review of the building and existing foundations for code required minimum loading.



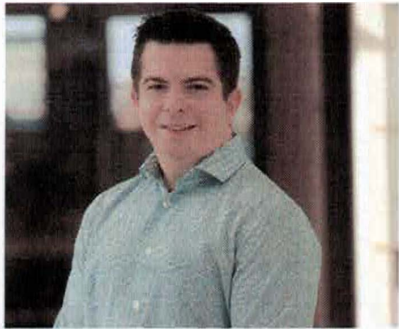
PROJECT MANAGER

Greg Springer, AIA, BExP, CCS, CCA

Greg is passionate about delivering a quality project that exceeds clients' expectations. He has successfully delivered on projects of varying size and complexity across numerous industries throughout his career. Utilizing his work experience and formal education he strives towards mitigating risk by ensuring the design team is properly coordinated, the project requirements have been met, and the construction documents properly depict the scope of work.

Recent Relevant Experience:

- NYS Office of General Services | Salt Shed | Oriskany, NY | Project Manager
- Vestal EMS | Vestal, NY | Project Manager/Project Architect
- Vestal Fire Station | Vestal, NY | Project Manager



STRUCTURAL LEAD

Cody Messier, SE, PE

Cody Messier is experienced in Structural Engineering and Construction Management. Cody's projects range from commercial, research & manufacturing, government, and higher education facility design, to science and technology facility design.

Recent Relevant Experience:

- Vestal Fire Station | Vestal, NY | Lead Structural Engineer
- NYS Office of General Services | Salt Shed | Oriskany, NY | Project Engineer
- Parcel 2 | Rochester, NY | Project Engineer



QUALITY CONTROL REVIEWER

Michael Tracey, PE

Michael Tracey has experience in structural engineering including new commercial buildings, industrial, health and educational related facilities, as well as large building renovation projects. Mike's experience covers all aspects of the design of structural systems including foundation design, lateral stability analysis and complex computer modeling.

Recent Relevant Experience:

- NYSOGS | Department of Transportation | Truck Garage | Coopers Plains, NY
- Monore County | Fleet Center | Rochester, NY | Structural Engineer
- Downtown Transit Center | Rochester Genesee Regional Transportation Authority | Rochester, NY | Structural Engineer



COST ESTIMATOR

Steve Johnson, LEED AP

With 34 years of experience in the construction industry working for construction management firms, general contractors, and development companies, Steve brings a uniquely diverse set of expertise and knowledge in almost every market segment of the industry. His most recent experience stems from being the President of the Toledo office for the nation's largest general builder.

Recent Relevant Experience:

- Vestal Fire Station | Vestal, NY | Preconstruction Manager
- Vestal EMS | Vestal, NY | Preconstruction Manager



Project Approach & Fee

Preliminary Design - Existing Conditions Report & Re-use study

Bergmann will perform a site visit to the site to review the existing conditions of the 148'x70' Salt Shed foundations & fabric structure which was constructed in 2004. The findings of our site visit will be summarized to the Town of Vestal via a report noting overall existing conditions and deficiencies. Any noted deficiencies with the concrete foundations and/or anchor bolt will be provided with an outline of repair methods and associated cost.

Fabric Salt Shed structures are specialty structures with design & details dependent upon the manufacturer. We will outline noted deficiencies however repair methods for any deficiencies should be provided by the existing Fabric Salt Shed manufacturer's engineering department.

As part of the existing conditions report we will evaluate re-using the existing foundations for a new superstructure, considering both wood and steel superstructures. We will approach the new superstructure evaluation to avoid upsizing the existing foundations. As part of the foundation analysis, we will utilize Atlantic Testing Laboratories (WBE Certified) to scan the existing concrete walls to verify reinforcement spacing and approximate size, concrete strength (thru non-destructive testing), and review in-situ soil bearing properties. In order to review the in-situ soil bearing properties we would request that the Town of Vestal dig a foundation test pit to partially expose the existing foundations approximately 5'-0" below grade; while this test pit is open, we will measure the existing foundation to verify size matches the record drawings.

Lastly, we will work with the Town of Vestal to review the programmatic requirements for the desired "Lean-to" structure, as outlined in the Request for Proposal, and provide preliminary cost estimates. The existing fabric structure cannot support the new "Lean-to". This structure will be a stand-alone structure adjacent to the existing fabric structure if the rehabilitation option is selected. The "Lean-to" structure will be included in the evaluation of the existing foundations and new superstructure option.

Final Design Phase

Should the Town of Vestal, based on our existing conditions report, decide to rehabilitate the existing fabric structure we will provide design documents, including drawings and specifications, for the foundation rehabilitation required and new stand-alone "Lean-to". We are excluding design documents for fabric structure rehabilitation as these are specialty structures and any repair/rehabilitation documents should be issued by the manufacturer's engineering department.

Should the Town of Vestal, based on our existing conditions report, decide to demolish the existing fabric structure we will provide design documents, including drawings and specifications, for the foundation rehabilitation, "Lean-to" structure, and new wood or steel superstructure.



Bid Phase

Bid phase limited to services outlined in the Request For Proposal. Coordination with low bidder in obtaining contractual required documentation for executing a contract is not included. We can provide this as an additional service if needed.

Assumptions

1. The Repair option is limited to the existing concrete foundation wall and anchor bolts. Deficiency for the fabric and the associated superstructure will be noted in our report. Repair costs and procedures need to come from fabric manufacturer's engineering department due to proprietary shapes specific to the manufacturer.
2. Existing foundations will not require reinforcement and will stay within the allowable soil bearing capacities.
3. Lean-to Addition will be an open structure of approximately 200 SF.
4. Town will provide test pit to expose existing footing to allow Atlantic testing to perform the noted inspection work in the Preliminary Design Phase.
5. Town will post bid documents to BidNet and post RFI responses and Addendum (assume up to 1) to BidNet.
6. Construction Administration Services are not included.
7. Owner's Representative Services not included but can be provided if needed at a negotiated fee.

Proposed Not to Exceed Fee

Task 1

Preliminary Design	\$18,800
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Task 2A: Rehabilitation & Bidding

Final Design Rehabilitation as selected option	\$4,300
Contract Documents	\$10,100
Total Not to Exceed Fee Rehabilitation as selected option	\$14,400

Task 2B: Replacement

Final Design Replacement as selected option	\$5,800
Contract Documents and Bidding Replacement as selected option	\$14,200
Total Not to Exceed Fee Rehabilitation as selected option	\$20,000
Reimbursable Expenses (Not Included in NTE):	\$500

Fee Worksheet used as basis for the proposed NTE Fee appended to this proposal for reference of assumed tasks and associated hours.

We look forward to the opportunity to serving the Town with this project, and continuing the great working relationship experienced to date with the Vestal EMS and Fire Station #4 projects. If you have any questions regarding this proposal please do not hesitate to contact us.

Sincerely,

Greg Springer

Greg Springer, AIA
 Senior Project Manager
 Primary Point of Contact
 (518) 556-3634
 gspringer@bergmannpc.com



Town of Vestal

Salt Barn Roof

Town of Vestal

March 12, 2021



BERGMANN

ARCHITECTS ENGINEERS PLANNERS

TASK	Bergmann Associates Staff							Total Task
	Sr. Project Manager (GS)	Sr. Structural Engineer (MT)	Structural Engineer (CM)	Design Architect (TR)	Estimator (SJ)	Consultant (ATL)		
Work Scope:								
TASK 1: Preliminary Design								
Site Visit (includes travel time)			12					12
Review Existing Record Files			2					2
Historic Code Review & Current Code Review			4					4
Coordination & Discussion w/ ATL			2					2
Deficiency & Repair Research			12					12
Preliminary Design for Task 2B (Wood Structure)			16					16
Preliminary Design for Task 2B (Steel Structure)			16					16
Lean-to Preliminary Design for Task 2A (stand-alone)			8					8
Lean-to Preliminary Design for Task 2B (attached to steel/wood)			8					8
Summary Report w/ quantities for cost estimating			8		10			18
Report QAQC	1	2	2					5
Coordination & Discussion w/ Town of Vestal	1		2					3
Final meeting w/ Town of Vestal for Pathforward	1		2					3
Preliminary Design Testing (ATL)								
Project Management	5							5
Subtotal Hours	8	2	94	0	10		0	114
Rate	\$141.00	\$158.00	\$128.10	\$81.20	\$195.00		\$0.00	
TASK 1 SUBTOTAL	\$1,128	\$316	\$12,041	\$0	\$1,950	\$3,370	\$0	\$18,805
TASK 2A: Rehabilitation								
Design								
Analysis & Design for Anchor Bolt replacement			12					12
Analysis & Design for Lean-to Structure			16					16
Project Management	5							5
Subtotal Hours	5	0	28	0	0		0	33
Rate	\$141	\$158.00	\$128.10	\$81.20	\$195.00		\$0.00	
SUBTOTAL	\$705	\$0	\$3,587	\$0	\$0	\$0	\$0	\$4,292
Construction Documents								
S001 - Structural Notes & Design Criteria			4					4
S101 - Foundation Plan			8					8
S102 - Roof Framing Plan & Existing Structure Rehab Notes			8					8
S501 - Lean-To Sections & Details			16					16
Specifications & Front End Documents	2		8	8				18
QAQC	2	2	2					6
Owner Comments	2		2					4
Bidding								
Addenda (Assume 1)			2	2				4
RFI's			4	1				5
Bid Analysis					4			4
Award Recommendation	1				1			2
Subtotal Hours	7	2	54	11	5		0	79
Rate	\$141.00	\$158.00	\$128.10	\$81.20	\$195.00		\$0.00	
SUBTOTAL	\$987	\$316	\$6,917	\$893	\$975	\$0	\$0	\$10,089
Subtotal Hours	12	2	82	11	5		0	112
TASK 2A SUBTOTAL	\$1,692	\$316	\$10,504	\$893	\$975	\$0	\$0	\$14,380
TASK 2B: Replacement								
Design								
Analysis & Design for New Structure			24					24
Analysis & Design for Lean-to Structure			16					16
Project Management	5							5
Subtotal Hours	5	0	40	0	0		0	45
Rate	\$141.00	\$158.00	\$128.10	\$81.20	\$195.00		\$0.00	
SUBTOTAL	\$705	\$0	\$5,124	\$0	\$0	\$0	\$0	\$5,829
Construction Documents								
S001 - Structural Notes & Design Criteria			4					4
S101 - Foundation Plan			16					16
S102 - Roof Framing Plan			16					16
S501 - Lean-To Sections & Details			16					16

S502 - New Structure Sections & Details			16					16
Specifications & Front End Documents	2		8	8				18
QAQC	2	2	2					6
Owner Comments	2		2					4
Bidding								
Addenda (Assume 1)			2	2				4
RFI's			4	1				5
Bid Analysis					4			4
Award Recommendation	1				1			2
Subtotal Hours	7	2	86	11	5		0	111
Rate	\$141.00	\$158.00	\$128.10	\$81.20	\$195.00		\$0.00	
SUBTOTAL	\$987	\$316	\$11,017	\$893	\$975	\$0	\$0	\$14,188
Subtotal Hours	12	2	126	11	5		0	156
TASK 2B SUBTOTAL	\$1,692	\$316	\$16,141	\$893	\$975	\$0	\$0	\$20,017
TOTAL BERGMANN FEE Task 1								\$18,805
TOTAL BERGMANN FEE Task 2A								\$14,380
TOTAL BERGMANN FEE Task 2B								\$20,017
GRAND TOTAL FEE Task 1								\$18,805
GRAND TOTAL FEE Task 2A								\$14,380
GRAND TOTAL FEE Task 2B								\$20,017
REIMBURSABLE EXPENSE Task 1								\$0
REIMBURSABLE EXPENSE Task 2								\$0
Total NTE Task 1								\$18,805
Total NTE Task 2A								\$14,380
Total NTE Task 2B								\$20,017
Reimbursable Expenses								
Printing	\$0							
Travel & Meals	\$0							
Postage/Deliveries	\$0							
SUBTOTAL	\$0							

DELTA

ENGINEERS, ARCHITECTS, & SURVEYORS

TOWN OF VESTAL TOWN HIGHWAY GARAGE - SALT BARN ROOF



MARCH 12, 2021

Contact:
Christopher S. Thomas
860 Hooper Road
Endwell, New York 13760
(607) 231-6627
cthomas@delta-eas.com

AN ISO 9001:2015 CERTIFIED COMPANY

PROPOSED STAFF EXPERIENCE



JOSEPH J. MIECZKOWSKI, PE

Principal-in-Charge

Mr. Mieczkowski is Delta's Director of Transportation Services. Joe has extensive experience in the design, management and construction oversight of precast concrete and bridge replacement and rehabilitation projects including: precast and pre-stressed concrete structures, conventional steel girder bridges, truss bridges, concrete arch structures and fiber-reinforced polymer (FRP) structures. He is highly proficient with design procedures, environmental regulations, and public participation processes for NYSDOT and locally managed federal aid "pass-thru" projects. Joe has worked with many federal, state and local agencies and is familiar with their contracting procedures, funding requirements and design criteria. As Project Manager, Joe oversees design, bid document preparation, budgets, project schedules, quality assurance, and construction management work.

Licenses/Certifications

Professional Engineer: AL, AR, AZ, CO, CT, DC, DE, GA, IA, ID, IL, IN, KY, LA, MD, ME, MO, MT, NC, ND, NH, NM, NV, NY, OK, OR, PA, RI, SD, TX, UT, VA, VT, WA, WV, WY,
NYS License: 082669-1

EDUCATION

Rochester Institute of Technology, BS, Civil Engineering Technology, 1987

SUNY Broome, AAS, Civil Engineering, 1984

Experience

33 years total, 16 years with Delta

PROJECT EXPERIENCE

- **Town of Union Kemp Drive Reconstruction | Principal-in-Charge | Town of Union, NY**
- **Town of Union Scribner Drive Reconstruction | Principal-in-Charge | Town of Union, NY**
- **Town of Vestal Emergency Flood Repair Assessment | Principal-in-Charge | Vestal, NY**



CHRISTOPHER S. THOMAS

Project Manager

Mr. Thomas is a Project Manager in the Delta Facilities Engineering Group with over 20 years of structural design and project and construction management experience. Chris has provided structural designs for public and private clients on projects including academic, governmental, institutional, commercial, agricultural, and entertainment facilities. His current responsibilities are focused on project design and management oversight, resource and schedule coordination, client relations, and business development. Chris has significant design and project oversight experience related to complex underground concrete structure rehabilitation on high profile New York State projects at Empire State Plaza in Albany and at the University at Albany.

Education

SUNY Broome, AAS, Civil Engineering Technology, 1997

Experience

22 years total, 15 years with Delta

PROJECT EXPERIENCE

- **Village of Johnson City New DPW Facility | Project Manager | Johnson City, NY**
- **Oxford DOT Storage Building Expansion | Project Manager | Oxford, NY**
- **Town of Chenango Town Hall and Maintenance Garage Design | Project Manager | Chenango, NY**



TAMER OSMAN, PE

Quality Assurance/Quality Control

Mr. Osman is the Assistant Group Director in the Delta Transportation Group. He is also highly influential in expanding Delta's contractor support services. In addition, Tamer oversees bridge and structural engineering projects and develops plans, bid documents, and design reports. Mr. Osman has thorough knowledge and field-tested expertise related to bridge design practices including quantity estimating, drafting, bridge inspection, bridge load rating, seismic analysis, and project scheduling. Tamer also has leading edge structural software package expertise with programs such as STAAD, SAP2000, and Bar 7.0 for structural design development. He is fluent working in AutoCAD or Microstation format and is highly proficient in 3D modeling and design visualization.

Licenses/Certifications

Professional Engineer: NY

Education

Ain Shams University Faculty of Engineering, BS, Civil Engineering, 1998

Experience

21 years of experience, 6 years with Delta

PROJECT EXPERIENCE

- **NYSEG Utility Hanger Main Street Bridge | Project Manager | Vestal, NY**
- **Main Street Bridge Joint and Backwall | Project Manager | Vestal, NY**
- **Twist Run Road Culvert Replacements | Project Manager | Town of Union, NY**

PROPOSED STAFF EXPERIENCE



JOHN M. SPRITZER, III, PE, LEED AP

Senior Structural Engineer

Mr. Spritzer is the Senior Structural Engineer at Delta. John provides design and quality assurance review for structural engineering projects in the Facilities, Transportation, and Precast Groups. He has over 35 years of experience providing structural design for a wide range of market sectors including government, academic, commercial, industrial, retail, religious, and residential projects. John is LEED AP-certified and has successfully managed projects ranging from local historic building restorations to construction and renovation of large public and commercial facilities. His design versatility extends to structural projects that employed materials including steel, masonry, wood, composites, and conventional, pre-stressed, and precast concrete.

Licenses/Certifications
Professional Engineer: AL, AR, CO, FL, KS, KY, MI, MN, MO, MS, NE, NY, OH, RI, SC
NYS License: 075518

LEED Accredited Professional:
National

Education
University of Colorado, BS,
Architectural Engineering, 1982

Experience

38 years total, 32 years with
Delta

PROJECT EXPERIENCE

- **Montgomery County, NY Public Safety Garage Facility | Senior Structural Engineer | Fonda, NY**
- **Oxford DOT Storage Building Expansion | Senior Structural Engineer | Oxford, NY**
- **Vestal Central School District Capital Improvement Project | Senior Structural Engineer | Vestal, NY**



KURT J. HAKOLA, EIT

Engineer

Mr. Hakola is an Engineer in the Facilities Engineering Structural Group. His primary responsibilities include designing, analyzing, and drafting a range of structural projects for a range of market segments including educational, governmental, residential and commercial clients and he has significant involvement in K-12 projects providing structural design services for a variety of local school districts and municipal structures. Kurt has several years of experience working with local and state government agencies on various multi-year term assignments.

Education
Rochester Institute of
Technology, SS, Civil
Engineering Technology,
2013

YEARS OF EXPERIENCE
6 years total, 1 year with Delta

PROJECT EXPERIENCE

- **Village of Owego New Municipal Building | Engineer | Owego, NY**
- **Broome County Governmental Parking Garage Assessment | Engineer | Binghamton, NY**
- **Sheridan Hollow Parking Garage Repairs | Engineer | Albany, NY**



BRIAN M. HAAS, EIT

Engineer

Mr. Haas is an Engineer in the Delta Transportation Group. Brian has been involved in several parking garage facility projects and brings a broad array of experience to our team. He also provides structural steel design for beams, columns, and building frames and reinforced concrete design for building foundations. In addition, Brian also has site/civil design responsibilities in the group that include stormwater hydrology. He has worked for clients across governmental, commercial, higher education, private, and non-profit sectors and is part of the team leading our parking garage inspection initiative to assist parking garage owners with their required inspections.

Licenses/Certifications
Engineer In Training: NY

Education
Clarkson University, BS, Civil
Engineering, 2016

SUNY Broome, AAS,
Engineering Science, 2014

Experience

4 years of experience, 4 years
with Delta

PROJECT EXPERIENCE

- **Binghamton University Anderson Center Parking Garage | Engineer | Vestal, NY**
- **Incodema Newcut Advanced Manufacturing Facility Design | Engineer | Ithaca, NY**
- **Washington Drive over Fuller Hollow Creek Bridge Rehabilitation | Engineer | Vestal, NY**

PROPOSED STAFF EXPERIENCE



CHRISTOPHER J. MABY, CPESC

Senior Civil Engineer

Mr. Maby is the Director of Civil Engineering Services with a primary technical focus encompassing the design and oversight of various roadway, traffic, and stormwater management projects. He also provides business development support, identifying possible new clients and providing outreach to them, while concurrently maintain a strong working relationship with current clients. Transportation construction projects he has been involved with range from "downtown" curb to storefront reconstruction/revitalization projects, traffic-mobility improvements such as roundabouts, sidewalk and pedestrian facilities, and multi-million dollar highway/interchange projects, including design of a single-point urban interchange in Manchester NH on I-293, many with a emphasis on ADA/PROWAG compliant pedestrian facilities, the incorporation of green infrastructure, and impervious surface reduction. Other transportation related projects include traffic impact studies, pedestrian mobility and ADA compliance studies, and development of supporting material for grant applications.

Licenses / Certifications
Certified Professional in
Erosion & Sediment Control:
National

Education
SUNY Broome, AAS, Civil
Engineering Technology,
1987

Experience
33 years of experience, 16
with Delta

PROJECT EXPERIENCE

- **National Pipe Headquarters Building | Senior Civil Engineer | Endicott, NY**
- **Village of Johnson City New DPW Facility | Senior Civil Engineer | Johnson City, NY**
- **Twist Run Culvert Replacements | Senior Civil Engineer | Town of Union, NY**



WILLIAM C. NICHOLS, PE, LEED AP

Senior Civil Engineer

Mr. Nichols is a Senior Project Manager at Delta, and is primarily responsible for the management and implementation of complex civil engineering projects which require a multi-discipline engineering approach. He brings a breadth of experience which includes a strong background in environmental engineering; asbestos and hazardous materials abatement; management of hazardous waste sites; and contaminated site remediation design. His previous experience includes EPA Superfund-level site investigations, Remedial Investigation/Feasibility Studies (RI/FS), and design of complex site cleanup and demolition activities. As a civil engineer, Mr. Nichols has been the project manager of numerous state and private contracts involving the design and construction of new facilities, including dormitories, schools, municipal buildings, and industrial sites.

**LICENSES/
CERTIFICATIONS**
Professional Engineer: NY, CT
NYS License: 073447-1
Licensed Asbestos Designer;
NY

Education
Virginia Military Institute, BS,
Civil Engineering, 1982

EXPERIENCE
38 years of experience, 2
years with Delta

PROJECT EXPERIENCE

- **Chobani Facility Cost Analysis | Senior Civil Engineer | Columbus, NY**
- **International Pier REDI Engineering Design | Senior Civil Engineer | Oswego, NY**
- **Hutching Psychiatric Center Campus Site Improvements | Senior Civil Engineer | Syracuse, NY**

March 12, 2021

Vernon Myers, P.E.
Town Engineer
Town of Vestal
133 Front Street
Vestal, NY 13850

**RE: Proposal to Provide Professional Engineering Services for:
Town Highway Garage- Salt Barn Roof
Delta Opportunity No.: 21-078**

Dear Mr. Myers:

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) appreciates the opportunity to submit this proposal to provide engineering services based on the Request for Proposal dated February 17, 2021.

1.0 PROJECT DESCRIPTION

1.1 The Town of Vestal is interested in procuring the services of a NYS Licensed Engineering Firm to provide Preliminary and Final Design, Environmental review, preparation of Construction Documents, and potentially Construction Administration for a project to rehabilitate or replace the deteriorated steel frame fabric roof on the existing concrete foundation and walls.

1.2 Latest Version of Codes to be used:

- 2020 Building Code of New York State
- 2020 Existing Building Code of New York State
- Local Zoning

1.3 This will be a single-prime contract.

2.0 SCOPE OF SERVICES

2.1 Preliminary Design Phase

2.1.1 Field investigate the existing salt barn structure to verify heights, widths, and foundation dimensions.

2.1.2 Analyze the existing structure foundation and walls to verify capacity for potential new structural system.

2.1.3 Evaluate the potential lean-to addition.

2.1.4 Replacement alternatives will be evaluated.

2.1.5 Delta will review the NYSDEC's Bulk Storage Regulations – 6NYCRR Part 597- Hazardous Substances Identification, Release Prohibition and Release Reporting and identify provisions to be incorporated into the design and construction of a new salt storage facility. Delta will prepare a written summary report of the regulatory review complete and provide recommendations for the proposed work.

2.1.6 Provide preliminary design report providing analysis and discussion considering:

- Rehabilitation of the existing steel framing with new fabric
- Full replacement incorporating 2 design options (Timber and steel)
- Include roof materials, project costs, life cycle of various systems, and recommendation of best value

2.2 Final Design Phase

2.2.1 Upon approval from the Town Highway Department Superintendent and Town Engineer, final design documents will be provided for the selected alternative. 90% plans will be submitted to the Town Engineer for review.

2.2.2 Prepare opinion of probable cost of the work.

2.3 Contract Documents

2.3.1 Prepare final engineered drawings.

2.3.2 Develop technical specifications

2.3.3 Prepare front end specifications including: Proposal, public bidding documents, construction contract, general conditions, supplemental conditions, and prevailing wage documents.

2.3.4 Prepare final opinion of probable cost of the work

2.3.5 Bidding phase services including: addendums, rfi's, post bid analysis, and recommendation of award.

2.4 **Construction Administration** – Can be provided under a supplemental agreement.

3.0 TIME SCHEDULE

We anticipate completion of the design services 2.1 through 2.5 within a timeframe that is mutually agreed upon. The Town's desire is to award the design project on March 25, 2021, and have final design complete on May 21, 2021.

4.0 PROPOSAL ASSUMPTIONS

- 4.1 Obtaining access to the site for all site related field work and investigations will not delay the schedule to complete the services in this scope proposal.
- 4.2 Replacement alternative will be designed to accommodate tractor trailer end dump delivery method.

5.0 EXCLUSIONS

- 5.1 Unless specifically identified under the project scope all other services have been excluded

6.0 DELIVERABLES

- 6.1 Preliminary Phase
 - Two (2) bound copies of Preliminary Design Report
 - Electronic submission in PDF format
- 6.2 Final Design Submission
 - Two (2) bound copies of Final Design Drawings
 - Electronic submission in PDF format
- 6.3 Contract Documents Submission
 - Two (2) bound copies of Final Design Drawings
 - Two (2) bound copies of Project Manual
 - Electronic submission in PDF format

7.0 COMPENSATION

Delta proposes to provide the above-described services according to the following breakdown:

PRELIMINARY DESIGN	\$7,400
FINAL DESIGN REHABILITATION AS SELECTED OPTION	\$5,500
CONTRACT DOCUMENTS REHABILITATION AS SELECTED OPTION	\$9,820
TOTAL NOT TO EXCEED FEE REHABILITATION AS SELECTED OPTION	\$15,320
FINAL DESIGN REPLACEMENT AS SELECTED OPTION	\$7,240
CONTRACT DOCUMENTS REPLACEMENT AS SELECTED OPTION	\$9,820
TOTAL NOT TO EXCEED FEE REPLACEMENT AS SELECTED OPTION	\$17,060

8.0 REIMBURSABLE EXPENSES

Expenses associated with Client requests, travel, postage, mileage, progress prints, contract deliverables, etc. will be invoiced at cost in addition to the fixed fee.

- (1) Travel expenses shall be submitted based on the current IRS/GSA limits. Amount for these expenses will reflect the actual amount incurred and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.
- (2) Postage/Delivery expenses shall be submitted based on the invoices received from mail and delivery services accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.
- (3) Miscellaneous reimbursable expenses shall be submitted based on required to complete the work scope and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.
- (4) Reproduction expenses shall be based on the invoices received from the printer and invoiced accordingly. The budget amount shall be adjusted as required to reflect the actual expenditures.

9.0 EXTRA WORK REQUESTS

If work on this project is believed by Delta to be beyond, or in addition to, the Scope of Services, we will notify you immediately. Upon your written approval we will proceed with this additional work and bill the time expended at our current hourly rates.

10.0 AGREEMENT TERMS

This project will be billed monthly on a percent complete basis, with the invoiced amount representing the actual amount of work completed.

Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all costs of collection, including attorney's fees, in addition to the original invoiced amount.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.

If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

Thank you for your consideration of this proposal. Please contact me if you have any questions or comments.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC

 Digitally signed by Christopher S. Thomas
DN: cn=Christopher S. Thomas, email=cs@delta-eas.com, o=Delta Engineers, Architects, and Land Surveyors DPC, ou=Project Manager, c=US
Date: 2021.03.12 12:31:42-0500

Christopher S. Thomas
Project Manager

Accepted this _____ day of _____, 2021

By: _____
Signature Printed or Typed

Title: _____

DELTA-EAS.COM





49 Court Street, Suite 240 • Binghamton, NY 13901
Phone: (607) 723-9421
www.mjinc.com

March 12, 2021

Mr. Vernon Myers
Town Of Vestal
133 Front Street
Vestal, NY 13850

RE: Salt Barn Roof

Dear Mr. Myers:

The Town of Vestal (Town) is seeking to rehabilitate or replace the existing roof framing and covering on the town Salt Barn. McFarland Johnson (MJ) looks forward to working with the Town to evaluate the existing conditions, prepare a report with options, and prepare Construction Drawings that will result in an improved facility.

Chad Phillips, PE, will serve as your Project Manager under this contract. Our Team is uniquely qualified for this project having designed similar structures in the past as well as having evaluated existing ones.

In conformance with the RFP document dated February 17, 2021 the proposal package includes the following:

1. Project Proposal including a Fee Breakdown.
2. Resumes for Key Personnel and Project Project Experience Sheets for similar projects recently completed.

Our employee-owners join me in thanking you for your thoughtful consideration of our attached Proposal.

Sincerely,

McFARLAND-JOHNSON, INC.

James Festa

Digitally signed by James Festa
Date: 2021.03.12 12:45:50 -05'00'

James M. Festa, P.E.
Chief Executive Officer

Attachments: McFarland-Johnson, Inc. Proposal
Resume and Qualifications

March 12, 2021

MJ Opportunity P0128.21

Mr. Vernon Myers
Town Of Vestal
133 Front Street
Vestal, NY 13850

**Re: Proposal for Town Highway Garage Salt Barn Roof Repair or Replacement Project
Vestal, NY**

Dear Mr. Myers:

McFarland-Johnson, Inc. (hereinafter called "Engineer") proposes to provide professional engineering services to the Town of Vestal (hereinafter called "Client"), in connection with the following project.

PROJECT DESCRIPTION

The project consists of the evaluation of the existing Town of Vestal Salt Barn structure and either a rehabilitation or replacement of the existing roof. The existing structure is approximately 150 feet by 72 feet with a reinforced concrete foundation supporting a pre-engineered steel frame with a tensioned fabric covering. The existing steel frame and fabric are deteriorated, and the town wishes to either rehabilitate or replace the existing roof structure.

The Engineer's Services will consist of providing a design option report, the preparation of Design Development and Construction Documents, and assistance during the Bidding/Negotiations Phase assistance, all as further described in the following Basic Scope of Services.

BASIC SCOPE OF SERVICES

The Engineer's Services will be limited to structural and environmental engineering and will consist of the following items:

Options Report

1. Conduct a kick off meeting by visiting the site with the Client to review the existing foundations and roof framing.
2. Discuss options to be evaluated for rehabilitation or replacement with the Client. These options will include:
 - Repair of existing steel framing and replacement of fabric roof covering (Rehabilitation Option)

- New steel roof framing (Replacement Option)
 - New timber roof framing (Replacement Option)
3. Evaluate the options identified. Engineer will consider factors such as feasibility for rehabilitation, construction costs, and life cycle costs.
 4. Evaluate the capacity of the existing foundation to support a new structural roof framing system.
 5. Engineer shall conduct a review of the following applicable regulations to ensure the project is in compliance: State Environmental Quality Review Act (SEQR) and the New York State Department of Environmental Conservation (NYSDEC) Stormwater Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Permit No. GP-0-15-003. It is assumed the project would qualify as a Type II Action under Section 617.5(c)(2) of SEQR, “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part”. Therefore, the project would require no action or documentation under SEQR. The existing MS4 would be reviewed to ensure the project is consistent with the current Stormwater Management Program (SWMP). Revisions to the SWMP are not anticipated and therefore not included in this scope of services.
 6. Prepare a report with the Engineer’s report outlining the findings and recommendations.
 7. Attend a videoconference meeting with the Client to discuss the contents of the report.

Final Design and Construction Documents

1. After Client’s selection of the option for construction, perform a preliminary structural analysis and prepare preliminary Construction Documents of the proposed work.
2. Attend a videoconference meeting with the Client to review preliminary Construction Documents.
3. After receipt of Client’s comments, complete the structural analysis and the Construction Documents for Bidding and Construction purposes.
4. Prepare bound Structural Specifications using the Master Spec format and add Structural Notes on the Construction Documents.
5. Prepare a statement of Special Inspections in conformance with the Building Code of New York and develop procedures and formats for reporting results prior to the start of construction. The Engineer will recommend the appropriate content and frequency of the periodic testing and subsequent reports.

Bid Assistance

1. Provide Bid assistance. This task includes such items as preparation of addenda, issuing clarification of details, analysis of bids, and preparation of a recommendation of award. The Engineer has excluded reproducing of Construction Documents for Bidding. Client will be provided with one (1) set of specifications and electronic PDF's of the drawings for the purposes of reproducing its desired number of bid sets. Client will be responsible for attaching all "front-end" Construction Contract Terms and Conditions, bonding requirements, and legal components (such as funding constraints, etc.) to the bid documents.

ASSUMPTIONS TO THE BASIC SCOPE OF SERVICES

The following assumptions have been made:

1. The Client is expected to furnish Engineer with full information as to Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.
2. Existing structural drawings that show the as-built conditions for both the foundations and roof framing will be made available to the Engineer. The drawings will indicate all framing sizes and material grades to as required to enable the Engineer to evaluate the existing structure.
3. The existing foundations are adequate for any of the options and will not be replaced or modified.
4. In either of the replacement options (timber or steel framed), the Engineer has assumed that the Construction Documents would identify the framing as performance specification item and that the detailed Engineering of the framing would be performed by the roof framing supplier.
5. The Engineer will not perform any of the Special Inspections required under the Building Code. A Special Inspector will be retained by the Client or Owner.
6. The project would be designed only one time and any Client requested redesign work after the preparation of the preliminary construction documents would be charged as Additional Services.
7. The Engineer understands that Construction Administration Services are not included in the Basic Scope of Services but may be added as an Additional Service.
8. Additional Services required because of fast track construction methods or "early bid packages" would be charged as Additional Services.

The following items are specifically not included in the Engineer's scope of work:

1. In the process of evaluating the feasibility for rehabilitation and potentially the final design for rehabilitation of the existing structural steel roof framing the Engineer may need to have

information pertaining to the current thickness of the existing framing. This would enable the Engineer to determine how much sectional loss has occurred due to corrosion. Should this be required, the Client will retain a firm to perform ultrasonic thickness testing as required. The Engineer will assist the Client by providing scope documentation and coordinating the testing program with the Client retained firm.

2. Permit application fees.
3. Preparation of Record Drawings.
4. Reproducing of Bid Documents.
5. Identification of and recommendations for proper disposal of hazardous materials.
6. Architectural, Geotechnical, Mechanical/Electrical/Plumbing, Site/Civil Engineering, Soil Borings, Laboratory Testing, Surveying, Construction Material Testing, Special Inspections.
7. Assisting Client in evaluating any requested deviations from the structural design or specifications. Cost for Engineer to evaluate proposed deviations/alternates is beyond the scope of basic services and accordingly will be billed as additional services.

COMPENSATION FOR BASIC SERVICES

We propose that the Engineer be reimbursed for performing the basic scope of services on a lump sum basis for a total lump sum amount as shown below. The lump sum amounts include our direct reimbursable expenses.

Preliminary Design	\$9,400.00
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Option 1 Additional Services to Rehab:

Final Design of Rehabilitated Roof Framing	\$3,400.00
<u>Contract Documents and Bidding of Rehabilitated Roof Framing</u>	<u>\$4,500.00</u>
Total Option 1 Rehabilitated Roof Framing (incl. Prelim Design)	\$17,300.00

Option 2 Additional Services for Roof Replacement:

Final Design of Replacement Roof Framing	\$1,500.00
<u>Contract Documents and Bidding of Replacement Roof Framing</u>	<u>\$2,250.00</u>
Total Option 2 Roof Replacement (incl. Prelim Design)	\$13,150.00

Any Additional Services will be agreed upon in writing that will describe the Engineer's scope and fee in detail, prior to commencing such additional services.

Engineer will bill Client monthly for services. The above financial arrangements are on the basis of payment of invoices within 30 days from the date on the invoice so that the orderly and continuous progress of the Project through construction can be maintained.

Engineer would expect to start services promptly after receipt of Client's acceptance of this proposal and to complete design services within 6 months.

If there are protracted delays for reasons beyond Engineer's control, Engineer would expect to negotiate with Client an equitable adjustment of compensation taking into consideration the impact of such delay including, but not limited to, changes in standard cost of living adjustments applicable to the period when services are in fact being rendered.

The Services to be rendered by the Engineer on this Project, together with specific understandings applicable for the project, are set forth in the above Basic Scope of Services and Assumptions and supersede all prior written or verbal understandings.

This proposal consisting of five pages, along with the attached Schedules A and B (Standard Terms and Conditions), represent the entire understanding between Client and Engineer with respect to this Project, and may only be modified in writing signed by both parties.

If this offer of services is acceptable, please execute this letter in the space provided below, and return one copy for our records.

This offer will be open for acceptance until April 30, 2021, unless changed by Engineer in writing.

We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact me or Chad Phillips at (802) 862-9381, Ext. 3710.

Very truly yours,

MCFARLAND-JOHNSON, INC.

TOWN OF VESTAL

James Festa
Digitally signed by James Festa
Date: 2021.03.12 12:48:14 -05'00'

James M. Festa, P.E.
Chief Executive Officer

Authorized Officer – Print Name Sign
this ___ day of _____, 2021

Enclosures: Schedules A and B -Standard Terms and Conditions

cc: Steve Boisvert - McFarland Johnson

P:_Fee Letters\2021\Civil-Facilities\NY\P0128.21-Vestal Salt Barn\MJ Vestal Salt Barn Proposal P0127.21.docx

STANDARD TERMS AND CONDITIONS

Schedule A

This offer of services including these terms and conditions, and any attachment hereto, contains the complete and final agreement between McFarland-Johnson, Inc. (ENGINEER) and CLIENT, and no other agreement or quotation will be binding upon ENGINEER unless made in writing and signed by authorized representative of ENGINEER.

Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

Limitation of ENGINEER's Liability

To the fullest extent permitted by law, total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total reimbursement received by ENGINEER from CLIENT on this Project or fifty thousand dollars (\$50,000.00), whichever is less.

Provisions Concerning Payments

If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1½% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

The Client will be liable for all costs, including but not limited to, Engineer's time, court costs, disbursements, and reasonable attorney's fees incurred by Engineer in the collection of any outstanding invoices.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, plus all Reimbursable Expenses and Termination Expenses.

Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER. Any legal action between ENGINEER and CLIENT arising out of this Agreement shall be brought in a court of competent jurisdiction in the principal place of business of the ENGINEER.

Standard of Care

ENGINEER makes no warranty, either expressed or implied as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. CLIENT recognizes that neither ENGINEER nor any of ENGINEER's subconsultants or subcontractors owes any fiduciary responsibility to CLIENT and/or any OWNER of the project.

Opinions of Cost

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

Successors and Assigns

CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due, or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

Severability and Reformation

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Customer Purchase Order

CLIENT agrees that any Purchase Order issued to cover this Agreement is issued for authorization purposes and CLIENT's internal use only, and none of its terms and conditions shall modify the terms of this Agreement.

Value Engineering

If the CLIENT retains the services of a Value Engineer (VE), it shall be at the CLIENT's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the ENGINEER's services.

If the ENGINEER objects to recommendations made by the VE, it shall so state in writing to the CLIENT. If the CLIENT requires the incorporation of changes in the Construction Documents to which the ENGINEER has objected, the CLIENT agrees to indemnify and hold harmless the ENGINEER from any damages, liabilities or costs, including reasonable attorney's fees and costs of defense, from any claim which arises as a result of the incorporation of such changes required by the CLIENT.

The ENGINEER shall be compensated for services to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The ENGINEER shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE.

STANDARD TERMS AND CONDITIONS
Schedule B

Construction Phase

ENGINEER makes no guarantee or warranty either expressed or implied as to the completion or quality of the performance of the contract or as to the completion or quality of performance of contracts by Construction Contractor(s) or other third parties. Nor is ENGINEER responsible for Contractor(s) or third parties acts or omissions.

Construction Observation

The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

CLIENT agrees that in accordance with general accepted construction practices, Construction Contractor(s) will be required to assume sole and complete responsibility for the site conditions during the course of construction of the project including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. CLIENT further agrees to defend, indemnify and hold ENGINEER harmless from any and all liability, real or alleged in connection with the performances of work on this project except for liability arising from the sole negligence of the ENGINEER.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained herein shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

Shop Drawings and Samples

It is agreed that the following paragraphs on shop drawings and samples shall be included in the CLIENT's agreement(s) with the contractor(s) to provide construction services for this project.

A schedule of shop drawing submissions shall be submitted by the Contractor(s) ten days prior to first invoice. ENGINEER shall review only those drawings indicated on the shop drawing schedule.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

ENGINEER will review, make recommendations, approve or reject with reasonable promptness, Shop Drawings and samples, but ENGINEER's review will be only for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and, if acceptable, approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Chad E. Phillips, PE

Structural Manager

GENERAL SUMMARY

Chad is responsible for the overall management of numerous projects at McFarland Johnson's Burlington, VT office. He has many years of experience in the structural design and project management of many types of structures. These include industrial, educational, commercial, residential and government buildings, as well as water/wastewater treatment facilities in the New England states. Chad's current responsibilities include acting as client liaison and providing project design and management, marketing, design review, quality control and construction observations. He has also served as an instructor at the University of Vermont, teaching reinforced concrete design, as well as Norwich University, teaching structural steel design, reinforced concrete design and other introduction to engineering courses.

Plattsburgh Terminal Expansion & Renovation, Plattsburgh International Airport, Plattsburgh, NY - Senior Structural Engineer responsible design and supervision of all structural project components. The renovations to the existing terminal required infill of existing open floor space in several locations. A structural analysis of the existing building was undertaken to determine the ability of the structural bracing systems to support the increased lateral load demands due to the increased mass of the building. To address Code deficiencies, the existing structural steel bracing was left in place and the entire existing building was structurally connected with new intricately detailed rigid connections to the new ticketing and baggage handling expansions. *Project Owner: Clinton County*

SUNY Broome Culinary School Adaptive Reuse Renovation, Carnegie Library, Binghamton, NY - Senior Structural Engineer responsible for management of structural project components. This project consists of the renovations and additions to the 26,000 sq ft former Carnegie Library Building located in Binghamton, NY. The building, constructed in 1903, was converted into classroom, administration, and assembly spaces to serve the needs of the Culinary Arts Program for SUNY Broome, and will be a mixed use and occupancy classification. The building is located within the boundaries of the Court Street Historic District, listed in the National Register of Historic Places. As a result, a special condition of the project was that the historical value of the building had to be maintained. *Project Owner: SUNY Broome Community College*

Saratoga-Schoharie Crossing State Historic Site SHPVC, Schoharie Crossing State Historic Site, Fort Hunter, NY - Senior Structural Engineer responsible for structural evaluation and analysis and preparation of Construction Documents. The existing, approximately 1,350 ft², ground floor was completely renovated to meet current building code requirements for accessibility and energy conservation. A structural analysis of the existing wood framing was performed and portions of the existing bearing walls were removed and details were provided for localized reinforcing for the revised load paths. *Project Owner: New York State Office of Parks, Recreation and Historic Preservation*

Public Works Complex Design, Binghamton DPW Facility, Binghamton, NY - Structural Engineer responsible for structural design. This project involved providing design and construction administration services for a new DPW campus. The new facility consolidated the City's vehicle maintenance and storage, fueling, central stores, garbage transfer, salt storage and sign painting operations onto one site. The site also provides offices, locker rooms and break rooms for the staff. *Project Owner: City of Binghamton*

EDUCATION

MS - University of Illinois at Champaign-Urbana / Civil Engineering / 1994

BS - US Coast Guard Academy / Civil Engineering / 1991

Specialized Training - University of Vermont / Instructor - Reinforced Concrete Design 2004 - 2012

Specialized Training - Norwich University / Instructor-Structural/Engineering Courses 2008-Present

PROJECT EXPERIENCE



Binghamton Public Works Complex Design

This project involved providing design and construction administration services for a new Department of Public Works campus. The new facility consolidated the City's vehicle maintenance and storage, fueling, central stores, garbage transfer, salt storage and sign painting operations onto one site. The new maintenance building has central compressed air, lubrication, vehicle washing, painting, carpentry and welding areas. The campus also features state-of-the-art technology in water recycling at the car wash, infrared heating of the vehicle service areas, multi-level lighting, closed circuit TV monitoring and recording, telecommunication and data networking and a security access system. It also incorporated computerized tracking of the City's supplies, vehicle maintenance, fueling, employee access and records. The site also provides offices, locker rooms and break rooms for the staff. McFarland Johnson provided structural, plumbing, fire protection, HVAC, electrical and special systems design services.

Binghamton DPW Facility Binghamton, NY

Client

Keystone Associates, LLC

Owner

City of Binghamton

Completion Date

2004

Project Cost

\$8,100,000

Scope of Services

- Construction Administration
- Electrical Design
- Fire Alarm Design
- HVAC Design
- Plumbing Design
- Process Ventilation
- Security Design
- Site Lighting Design
- Sprinkler Design
- Structural Design
- Telecommunication Design



ADDITIONAL PROJECT EXPERIENCE LIST

Weybridge Salt Shed Design This project consisted of preparing construction documents for a new 70' x 90' salt shed and recycling center. The building is wood framed with pre-engineered wood roof trusses and wood stud bearing walls. Concrete walls were designed, approximately 8' above grade, with wood stud walls above and wood trusses for the roof. The majority of the floor of the structure was asphalt pavement, with the floor in the recycling area being concrete slab on grade. Work tasks included preparation of drawings for bid and assistance during the bid phase and through construction administration.



Dartmouth College Salt Shed This project consisted of structural design of the cast in place concrete and the wood framed roof structure, drawing with details needed for construction, review of shop drawings for concrete mix and rebar. The scope of services included structural analysis and design and construction administration.



Essex Junction Village Salt Shed The project consisted of the design of a new three-bay, 60' x 40' salt shed with a monoslope roof. The salt shed was constructed of concrete walls extending 15 feet above grade to provide containment with wood roof framing and a metal roof. Concrete walls and footings were designed to function as push walls to assist in handling material.

Essex Municipal Containment Facility Structural Services

The project consisted of an addition to the existing salt shed for the Town of Essex. The addition was constructed using conventional concrete foundations and spread footings with wood framed walls, wood roof trusses and metal roofing. The main function of the structure was to provide a chloride containment facility; additionally the building provides winter storage for off-season equipment. The chloride containment portion of the building was constructed using concrete walls to provide water tight containment.



Andria Kintner

From: Vernon Myers
Sent: Tuesday, April 6, 2021 2:34 PM
To: Andria Kintner; John Schaffer; Patty Fitzgerald; Suzanne Messina; Jason Ellis; John Fletcher; Dave Berger
Subject: Memorandum for Town Board Agenda - Authorization to sign easement for access and maintenance by Owner of property - Kopernik Observatory
Attachments: SWPPP ROW and Easement.pdf; TOV Kopernik Stormwater Schedule1 - Stormwater Manangement System.pdf; C-201-E SITE PLAN EASEMENT.PDF

MEMORANDUM:

To Town Board

For: Town Board Agenda Work Session and meeting on April 14th.

Please authorize the Supervisor or Town Engineer to sign an agreement and right-of-way/easement for access and for the property owner to maintain the stormwater facilities at Kopernik Observatory. The easement and maintenance agreement shall run in perpetuity on the owner of the property.

Respectfully Submitted

Vernon Myers, P.E.**Town Engineer**

TOWN OF VESTAL

Engineering Department

133 Front Street

Vestal, NY 13850-1486

Phone: (607)786-0980 ext. 209

Fax: (607)786-0984

E-Mail: vmyers@vestalny.com

**STORMWATER MANAGEMENT SYSTEM MAINTENANCE
AGREEMENT
AND
GRANT OF RIGHT-OF-WAY AND EASEMENT**

WHEREAS, the Town of Vestal, a municipal corporation with a street address of 605 Vestal Parkway W, Vestal, NY 13850, (the "Town") and Kopernik Observatory & Science Center, with an address of 698 Underwood Road, Vestal, NY 13850, ("Owner"), desire to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Town for the below named project, and to grant the Town an easement and right-of-way in, under and around the stormwater management system described herein (collectively, the "Agreement"); and

WHEREAS, the Owner developed the premises known as 698 Underwood Road, Vestal, NY, Tax Map Identification Number 222.04-1-29, with a stormwater management system addition thereon (the "Project"), and the Town and the Owner desire that the stormwater control measures for the Project be operated in accordance with the plans approved by the Town Planning Board, (the "Project Plans"), and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components; and

WHEREAS, the Owner, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable consideration, paid to the Town, receipt of which is hereby acknowledged, wishes to grant the Town a permanent easement and right-of-way in, under, and along the stormwater management system described herein, together with an easement and right-of-way for access to the stormwater management system.

NOW, THEREFORE, the Town and the Owner agree as follows:

1. Agreement binds the Owner, its successors and assigns, to the maintenance of the stormwater management system depicted in the approved Project Plans, and as modified from time to time as necessary to ensure continuing compliance with the property's Stormwater Pollution Prevention Plan.
2. The Owner shall maintain, clean, repair, replace and continue the stormwater control measures as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: surface sand filter, stormwater detention system and associated detention system components, catch basins, manholes and drainage piping.
3. The Owner shall be solely responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Owner shall provide for the periodic inspection of the stormwater control measures, not less than once each year by a Certified Professional in Erosion Control ("CPESC) to determine the condition and integrity of the System. Every five (5) years, in lieu of an inspection by the CPESC, an inspection shall be performed by a Professional Engineer licensed by the State of New York (Inspecting Engineer"). Both the CPESC and the Inspecting Engineer shall prepare and submit to the Town within thirty (30) days following each inspection, a written report of the findings including recommendations for those actions necessary, if any, for the continued operation of the System.
5. The Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Town.
6. The Owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Town or in accordance with the recommendations of the Inspecting Engineer and/or CPESC.
7. Intentionally omitted.
8. This Agreement shall be recorded in the Office of the County Clerk, County of Broome. The Owner shall provide the Town with a date/time stamped copy of this Agreement after it has been filed with the County Clerk.
9. If ever the Town determines that the system Owner has failed to construct or maintain the stormwater control measures in accordance with the Project Plans or has failed to undertake corrective action specified by the Town or by the inspecting engineer, the Town is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses, including the costs of Town employees, engineers, contractors and attorneys, thereof as a lien against the project and/or as a direct claim against the Owner, including, not limited to specific performance of this agreement.
10. The Owner does hereby grant, bargain, sell, convey, transfer, deliver and release to the Town a permanent easement and right-of-way in, under and along the stormwater management system described in Schedule 1, together with an easement and right-of-way for access to said stormwater management system, including, in the event of default by the Owner to construct or maintain the applicable present or future stormwater control measures for the purpose of building, constructing, maintaining, using, operating, repairing, reconstructing the stormwater control measures in accordance with the Project Plan or future regulations; to make the required excavations therefore upon, over and across said land; and to inspect the same from time to time, together with the right of the Town, its officers, employees, agents, servants or contractors of ingress and egress to enter upon and along the stormwater management system for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes herein before specified;

it being understood and agreed that the Town has no obligation to construct, maintain or repair any aspect of the stormwater management system.

To have and to hold said easement and right-of-way unto the Town and its successors and assigns forever.

The Owner does hereby release the Town from any and all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted or at any time in the future.

The Owner does hereby covenant with the Town that it is lawfully seized and possessed of the real property described in Schedule 1, attached hereto, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed herein, and that it will forever warrant and defend the title thereto against the claims of all persons whomsoever.

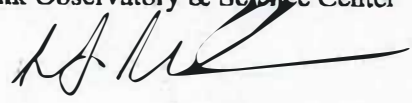
The grant of this easement and right-of-way shall not transfer the obligations of the Owner under this Agreement to the Town.

1. This Agreement shall run with the land.
2. This Agreement is effective as of the 10th day of December, 2020.

TOWN OF VESTAL

Kopernik Observatory & Science Center

Vernon Myers, P.E., Town Engineer


Andrew J. Decker
Name, Title EXEC. DIRECTOR



KOPERNIK SCIENCE PARK

KOPERNIK
OBSERVATORY
& SCIENCE CENTER
UNIVERSITY OF
BIRMINGHAM, INC.

GRANT No.: EPF#151758

No. 1
Revision
Project Name

KOPERNIK SCIENCE PARK



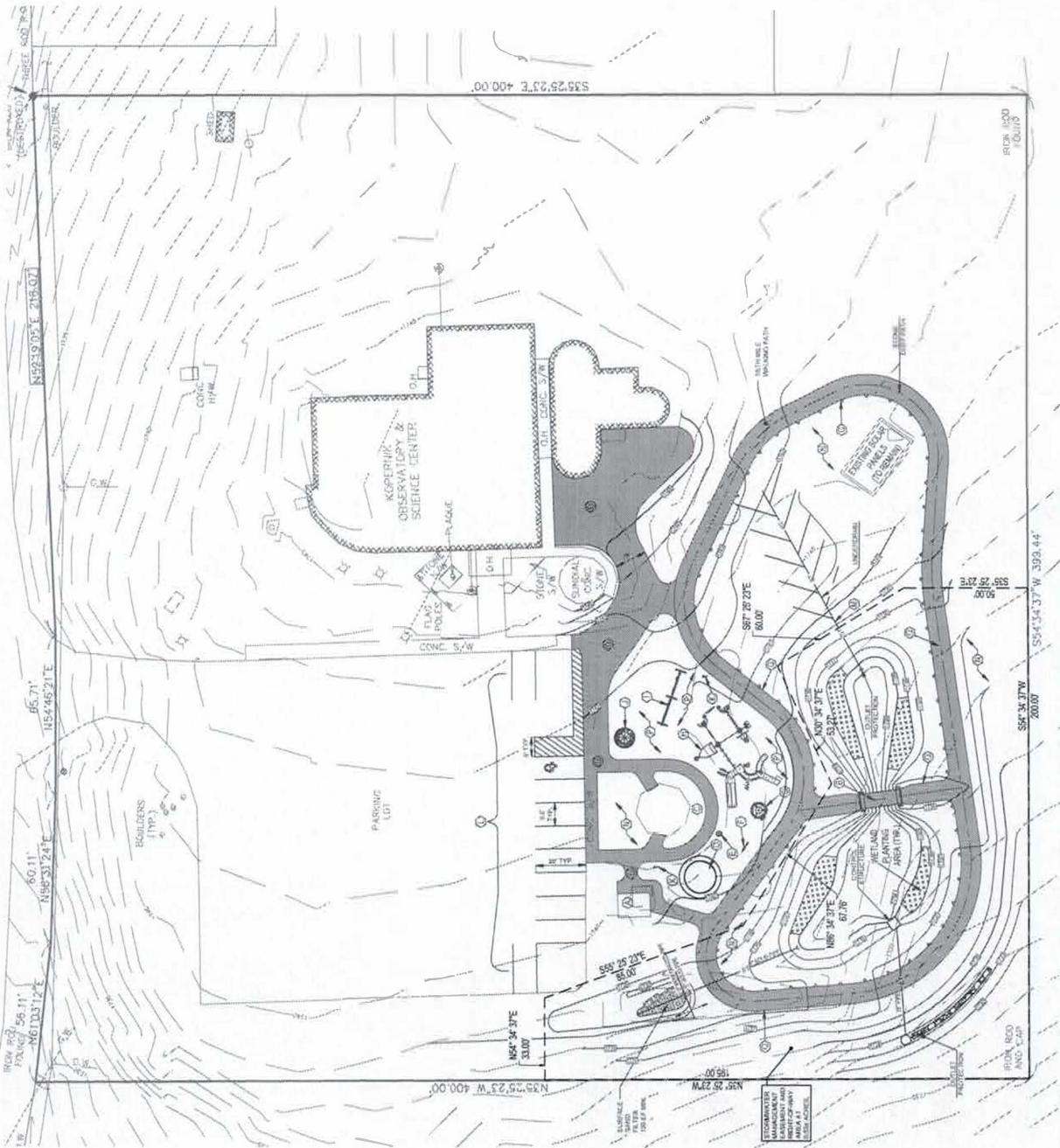
4212 11700 Route 1
Birmingham, AL 35242-2200
Tel: 315.932.4200
Fax: 315.932.4200
Email: info@adelta.com
www.adelta.com

Scale: AS SHOWN
Project No.: 2017-276101
Date: 12/02/20



EASEMENT PLAN

C-201-E



EXISTING LEGEND:

BUILDING	CONCRETE	ASPHALT	GRAVEL	TURF	LANDSCAPING
UTILITY CONDUIT	SEWER	WATER	GAS	ELECTRIC	TELEPHONE
EDGE OF PAVEMENT	EDGE OF CONCRETE	EDGE OF ASPHALT	EDGE OF GRAVEL	EDGE OF TURF	EDGE OF LANDSCAPING
PROPOSED PLANTING	PROPOSED TREES	PROPOSED SHRUBS	PROPOSED FLOWERS	PROPOSED ROCKS	PROPOSED WATER FEATURE
PROPOSED PLAY AREA	PROPOSED RESTROOM	PROPOSED OFFICE	PROPOSED LABORATORY	PROPOSED CLASSROOM	PROPOSED LECTURE HALL
PROPOSED THEATRE	PROPOSED AUDITORIUM	PROPOSED GALLERY	PROPOSED STORE	PROPOSED CAFETERIA	PROPOSED RESTAURANT
PROPOSED BAR	PROPOSED KIOSK	PROPOSED BENCHES	PROPOSED WHEELCHAIR ACCESS	PROPOSED SMOKE FREE ZONE	PROPOSED ADA COMPLIANT

PROPOSED LEGEND:

PROPOSED EASEMENT LINE	PROPOSED EASEMENT AREA
------------------------	------------------------

KEY NOTES:

1. BIRCHES - SMALL STALL
2. NEW BRIDGE
3. MOON GARDEN - FLOWERS
4. SUPER MOON CLIMBER
5. WEEZY CREEK
6. GEM FANTASIES
7. ROCKET SHIP
8. CLIFF BLUE RUN
9. POWERPLANTS - BRING WITH FERTILIZER & BAY
10. GLOBAL MOTION
11. FLOWER TALK TUBE
12. NEW SHOPPING
13. UNDERGROUND SYSTEM
14. TOPSOIL 1.5' DEEP
15. FLEXPAVE
16. PLAY GROUND SURFACING
17. MULCHING PATH

SCHEDULE 1

December 10, 2020

PROPOSED STORMWATER MANAGEMENT SYSTEM EASEMENT AND RIGHT OF WAY PORTION OF THE LANDS OF KOPERNIK SOCIETY OF BROOME COUNTY, INC.

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF VESTAL, COUNTY OF BROOME AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a point on the northeasterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011 (Now or Formerly) as described in a Deed dated December 9, 2011 and filed in the Broome County Clerk's Office in Liber 2363 of Deeds at Page 412, said point of beginning standing therein distant **S35°25'23"E 205.00 feet** as measured along the northeasterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011 from a point standing at the intersection of the northeasterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011 with the southeasterly highway boundary of Underwood Road; thence **N54°34'37"E 33.00 feet** to a point; thence **S55°25'23"E 85.00 feet** to a point; thence **N86°34'37"E 67.76 feet** to a point; thence **N30°34'37"E 53.27 feet** to a point; thence **S67°25'23"E 60.00 feet** to a point; thence **S35°25'23"E 50.00 feet** to a point standing on the northwesterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011; thence **S54°34'37"W 200.00 feet** along the northwesterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011 to a point standing on the northeasterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011; thence **N35°25'23"W 195.00 feet** along the northeasterly boundary of Thomas Kurkoski Lifetime Trust Number One, dated December 9, 2011 to the point and place of beginning.

The above described proposed stormwater management system easement and right of way containing 0.53± acre of land more or less.

Subject to any easements, covenants or restrictions of record.

Memorandum:
To: Town Board

Re: Rezoning Application 113-117 Annetta Street

For Town Board work session and Town Board meeting.

An Application for Re-zoning from RA-1 - One Family Residential District to RC – Multiple Residential District has been received. The owner of the parcels who would like to construct apartments on both adjacent parcels.

Please see last page of attachment with existing zoning from Town Engineer: Only Adjacent parcel to RA-1 is G-1 General Shopping which would not allow multiple family residential.

Vernon Myers, P.E.

Town Engineer

TOWN OF VESTAL

Engineering Department

133 Front Street

Vestal, NY 13850-1486

Phone: (607)786-0980 ext. 209

Fax: (607)786-0984

E-Mail: vmyers@vestalny.com

RECEIVED
TOWN OF VESTAL

MAR 29 2021

ENGINEERING DEPARTMENT

TOWN OF VESTAL REZONING APPLICATION



- (1) NAME OF APPLICANT: Jalal Zuwiyya
(2) MAILING ADDRESS: 4632 Salem Dr.
Vestal, N.Y. 13850
(3) TELEPHONE NUMBER: 240-6698 (cell)
785-3772 (bus.)
(4) PROPERTY ADDRESS: 113-117 Annetta St.
(5) TAX MAP NUMBER: 159.13-1-31
159-13-1-32
(6) CURRENT ZONING: R1
(7) PROPOSED ZONING: R2

(8) REASON FOR CHANGE:

Propose multifamily development on two adjacent parcels, 10 apartments on each parcel. 4 one bedroom & 6 two bedrooms in each building on the upper & lower level.

DATE

3.23.21

SIGNATURE

Zuwiyya

PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Vestal,

County of Broome and County of New York, bounded and described as

follows: *Two parcels of land, wooded size:
60' x 265' and 60' x 280' on 117 & 113 Annetta
street. Proposing to build 20 apt. Etc.*

Broome County Tax Map Number(s): 159.13-1-31
159.13-1-32

Being the same premises conveyed to Jalal Zuhayra

by Roy Gardner by Deed dated Jan 11, 1985

and recorded in the Broome County Clerk's Office on Jan 16, 1985

in Liber _____ of Deeds at Page _____.

AFFIDAVIT OF MAILING

 IN THE MATTER OF THE
 SPECIAL PERMIT FOR TAX
 MAP NUMBER _____

STATE OF NEW YORK)
) SS:
 COUNTY OF BROOME)

I _____ residing at _____
 being duly sworn, deposes and says: That on _____, 20__ I forwarded
 to all property owners within five hundred (500) feet of the proposed parcel on which the special permit is
 requested, being Tax Map _____ a letter
 stating that a special permit was being requested for a _____
 Taking the names and addresses as they appear on the latest compiled assessment roll and their names and
 addresses are more particularly set forth in Exhibit A, which is attached hereto as Exhibit A.

These letters were sent by me in a postage paid sealed envelope addressed to the residence as indicated above and
 placed in an office of the Post Office under the exclusive care and custody of the United States Postal Service
 within New York State.

Attached hereto as Exhibit B, is a copy of the form letter which was sent.

 SIGNATURE

Sworn to before me this _____ day of _____, 20__.

 Notary Public

EXHIBIT A

LIST OF PROPERTY OWNERS

The following is a list of property owners that are within five hundred (500) feet of the property which is being proposed to be rezoned. The owners names and addresses are as they appear in the last compiled tax assessment roll.

PROPERTY OWNER'S NAME

PROPERTY OWNER'S ADDRESS

PROPERTY OWNER'S NAME

PROPERTY OWNER'S ADDRESS

EXHIBIT B

LETTER TO BE SENT TO THE PROPERTY OWNERS RE REZONING

Dear _____:

Please be advised that a public hearing will be held by the Town Board of the
Town of Vestal on _____, 19 ____ at 7:30 PM to consider
the rezoning of premises owned by _____ and
located on _____, Broome County Tax
Map Number _____ from a _____
_____ Zoning classification to a _____
Zoning classification for the purpose of _____

_____.

At the time of the hearing, all interested parties will be heard.

AFFIDAVIT OF MAILING

IN THE MATTER OF THE REZONING
OF TAX MAP # _____
FROM _____
TO _____

STATE OF NEW YORK)
) SS:
COUNTY OF BROOME)

I _____ residing at _____
being duly sworn, deposes and says: That on _____ I forwarded to all property owners
within 500 feet of the proposed rezoning of Tax Map # _____ a
letter stating that the property was to be rezoned from _____ to
_____ taking the names as the appear on the last compiled assessment
roll and their names and addresses are more particularly set forth in Exhibit A, which is attached
hereto as Exhibit A.

These letters were sent by me in a postage paid sealed envelope addressed to the residence as
indicated above and placed in an office of the Post Office under the exclusive care and custody of
the United States Postal Service within New York State.

Attached hereto as Exhibit B is a copy of the form letter which was sent.

Sworn to before me this _____ day
of _____, 19 ____.

Notary Public

ATTACHMENT II
239 APPLICANT CHECKLIST

1. This action is qualified for review:

A. Within 500 feet of:

- a municipal boundary.
- state/county road.
- state/county drainage way/watercourse.
- state/county park.

B. a zoning text change

C. a zoning map change

D. other (specify) _____

2. Type of action:

zoning change.

zoning map change.

variance:

use _____

area _____

text change.

special permit.

sign permit.

flood plain permit.

other (specify) _____

3. Information to be submitted: (not all may be pertinent)

Municipal 239 Application.

copy of applicant's request.

reason for rezoning.

plans drawings as requested in the zoning ordinance.

evidence of NYSDOT curb cut permit. (if required)

evidence of County DPW curb cut permit. (if required)

evidence of NYSDEC permit application. (if required)

evidence of County Health Dept. permit application. (if required)

evidence that local zoning requirements are met.

property tax map number.

Kindly submit this checklist with review materials sent for Broome County 239 Review Purposes.

SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS ONLY

PART 1 - PROJECT INFORMATION (To be completed by the Applicant or Project sponsor)

1. APPLICANT / SPONSOR Jalel Zuwiyya 2. PROJECT NAME ---

3. PROJECT LOCATION: 113-117 Annetta St.
MUNICIPALITY Vestal COUNTY Broom

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)

Annetta St. is at intersection of Vestal Parkway E & Annetta near the University

5. IS PROPOSED ACTION:
 New Expansion Modification / alteration

6. DESCRIBE PROJECT BRIEFLY:

Two adjacent parcels at end of Annetta next commercial property and the Parkway. Frontage 60 x 280 & 60 x 265 = 1.5 acres

7. AMOUNT OF LAND AFFECTED:
Initially _____ acres Ultimately _____ acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER LAND USE RESTRICTIONS?

Yes No

If No, describe briefly.

Need changing from R1 to R2.

65400 sq Ft

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT

Residential Industrial Commercial Agriculture Parks / Forest / Open space
 Other Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)

Yes

No

If yes, list agency (s) and permit / approval

Need approval from the zoning committee

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENT VALID PERMIT OR APPROVAL?

Yes

No

If yes, list agency name and permit / approval

12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT / APPROVAL REQUIRE MODIFICATION?

Yes

No

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

Applicant / sponsor name: Jalel Zuwiyya

Date: 3-23-22

Signature: [Signature]

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

OVER

PART II - ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

A. DOES ACTION EXCEED ANY TYPE 1 THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF. Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1 Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste

production or disposal, potential for erosion, drainage or flooding problems? Explain Briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wild life species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resource? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? Yes

No

PART III- DETERMINATION OF SIGNIFICANCE (To be completed by the Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting, (i.e. urban or rural); (b) probability of occurring; (c) duration, (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

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 AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

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)

Date
2.00

ATTACHMENT III

Broome County Department of Planning
County Office Building
Governmental Plaza P.O. Box 1766
Binghamton, New York 13902

3.23.21

Date

RE: Zoning Application

Number _____
(Municipality Number)

Enclosed herein for your review and recommendation, pursuant to Section 239 l and m of the General Municipal law (or an advisory opinion), is the following application for a development of Multi-family Buildings & needs special permit (variance, special permit, district change, text amendment, or planned development) of the Town of Vestal Zoning Ordinance.
(City, Town, or Village)

- 1) Name of Applicant: Jalal Zuwiyya
- 2) Location of Property: 113-117 Annetta St - Vestal
- 3) Tax Map Number: 159-13-1-31 / 159-13-1-32
- 4) Zoning District: Vestal
- 5) Reason for Review and Recommendation: Zoning change from R1 to R2
- 6) Other Pertinent Information: The property is adjacent to commercial property & residential

A public hearing will be scheduled by the Planning Board - Zoning
(Town Board, Planning Board, or Zoning Board)
upon receipt of your recommendation.

Respectfully submitted,

[Signature]
Signature

January 1979
Broome County Planning Department

Vestal Pkwy E

Vestal Pkwy E

C-1
GENERAL SHOPPING

Town of Vestal

X

X

Annetta St

RA-1 ONE FAMILY RESIDENTIAL

Avondale Ct

X - LOTS REQUESTED FOR RE-ZONING

4/7/2021
TOWN ENGINEER
VDM

Andria Kintner

From: Vernon Myers
Sent: Wednesday, April 7, 2021 2:43 PM
To: Andria Kintner; John Schaffer; Patty Fitzgerald; Jason Ellis; Suzanne Messina; John Fletcher
Cc: Dave Berger; Lincoln Ellis
Subject: RE: Memorandum - Aquifer Permit and Vehicle Service station Permit for Town Board Agenda
Attachments: Lowes 225 Sycamore Road Aquifer Permit.pdf

Memorandum:
To: Town Board

Re: Aquifer Permit and Vehicle Service Station Permit Application Lowe's rental Center

For Town Board work session and Town Board meeting.

Applications have been submitted for Aquifer permit and Vehicle Service Station Permit for Lowe's to build an Tool and Equipment Rental center as a small building addition to the existing Lowe's at 225 Sycamore Road.

Because they will be commercially washing returned equipment, a Vehicle Service Station permit will be required. I did not have a record of an aquifer permit for them so we will do these simultaneously.

Attached is the Aquifer permit, the Vehicle Service Station permit will be delivered to the Board when I receive it. (I do not have a problem with this. The form is rather simple)

I will drop of full size sets of plans to Andria today for Board to review.

The project went to initial planning board meeting last night but was a no decision until these permits are complete and some parking issues are resolved.

Vernon Myers, P.E.
Town Engineer
TOWN OF VESTAL
Engineering Department
133 Front Street
Vestal, NY 13850-1486
Phone: (607)786-0980 ext. 209
Fax: (607)786-0984
E-Mail: vmyers@vestalny.com



March 19, 2021

Town Board
Town of Vestal
605 Vestal Parkway W
Vestal, New York 13850

RECEIVED
TOWN OF VESTAL
MAR 22 2021
ENGINEERING DEPARTMENT

**RE: Town Board Application – Aquifer Special Permit
Proposed Lowe’s Tool Rental
225 Sycamore Road
Vestal, New York
Project Number: 2014001**

Dear Board Members:

On behalf of Lowe’s Home Centers, Inc., please find enclosed a Town Application for a proposed 3,488± SF tool rental center at the Lowe’s Home Improvement Center at 225 Sycamore Road. The project is located within a Primary Aquifer district within the Town of Vestal. The project also includes the modification of the existing parking facilities, and additional drainage & utilities to accommodate the proposed expansion.

Also enclosed are the requisite copies of plans/supporting materials and a check in the amount of \$100.00 representing the requisite fee. We look forward to working with you in the processing of this application.

Respectfully,
Solli Engineering, LLC

Kevin M. Solli, P.E.
Principal

Enclosures

- Town Board Application – Aquifer Special Permit
- List of Chemicals Stored On-Site
- Copy of Planning Board Application (2021-03-19)
- Plan Set
- Check for \$100.00

CC: Travis Spicer
Andrew Polonus

X:\SE Files\Project Data\2020\2014001 - 225 Sycamore Road - Vestal, NY\Office Data\Correspondence\2021-03-19 Town Board Application Cover Letter.docx

501 Main Street, Suite 2A
Monroe, CT 06468
Office: (203) 880-5455

351 Newbury Street, Suite 303
Boston, MA 02115
Office: (617) 203-3160

www.SolliEngineering.com

RECEIVED
TOWN OF VESTAL

MAR 22 2021



SPECIAL PERMIT APPLICATION - Aquifer Zoning

ENGINEERING DEPARTMENT

1. NAME OF APPLICANT: Lowe's Home Centers, Inc.

2. ADDRESS: 1000 Lowe's Boulevard, Mooresville, NC 28117

PHONE # (704) 758-1000

3. LOCATION OF PROPERTY: 225 Sycamore Road, Vestal, NY

B.C.T.M.P. # 158.10-02-13

4. ZONING DISTRICT: Community Business (C-2)

5. DESCRIPTION OF PROPOSED USE: Proposed 3,488 SF tool rental center with 1,500 SF of enclosed storage under canopy and associated utilities, parking, etc.

6. OTHER PERTINENT INFORMATION: No proposed increase in impervious coverage.

7. A public hearing will be scheduled by the Town Board of Vestal on _____

Respectfully submitted,

(Date)

DIVISION 2. AQUIFER DISTRICT

Sec. 24-516. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Aquifer district map means the official map adopted by the town and delineated to indicate that area of the town where the aquifer and water supply is or may reasonably be in the future in the town.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, the construction of buildings, reconstruction of buildings, dredging, filling, grading, construction of tanks or other storage facilities, pumps, pumping stations, waste treatment facilities, commercial excavation, dumping or land-fill operation.

Discharge means release by any means to the surface of the ground, surface waters, groundwaters, or belowground.

Toxic or hazardous material means any substance, solution or mixture thereof, whether in solid, liquid or gaseous state, which because of its quality, concentration, physical, chemical or infectious characteristics may present a potential hazard to human health or drinking water supply quality if discharged to the surface of the land or to the aquifer in the town. This includes, but is not limited to the list of hazardous substances found in part II, title 40 of the Code of Federal Regulations as now enacted or hereinafter amended; acids and alkalines beyond the pH range of 6.5—8.5; heavy metal wastes and solutions; petroleum products, including fuels and waste oil; organic solvents and any solid materials which, if exposed to water, will partially dissolve, forming a toxic or hazardous material. (Code 1966, § 44-XI-22(B))

Cross reference—Definitions and rules of construction generally, § 1-2.

Sec. 24-517. Purpose and intent.

The purpose and intent of the aquifer district is to minimize the potential for contamination of the

aquifer which currently supplies or in the future may supply water to the residents of the town. These areas are set forth in the aquifer district map established by the town. In promoting the general intent of this division the special intent is:

- (1) To minimize surface and ground water pollution which may affect human, animal or plant life of the aquifer in the town.
- (2) To minimize impacts from truck traffic in this area carrying hazardous chemicals.
- (3) To protect human life and health, control uses in this district for the storage of materials, structures, discharges and uses of premises.
- (4) To promote the general health, welfare and safety.

(Code 1966, § 44-XI-22(A))

Sec. 24-518. Special permits.

(a) *Required.* Any use of property within the aquifer district shall be permitted only upon obtaining a special permit from the town board when the use meets or exceeds any of the following criteria:

- (1) Any development, other than residential, of real property exceeding fifty thousand dollars (\$50,000.00) in development cost.
- (2) Any use of property or change of use of property or any business, industrial or municipal operation which uses, distributes, or stores toxic or hazardous chemicals when the storage or use exceeds fifty-five (55) gallons per month or five hundred (500) pounds, whichever is less.
- (3) Any activity requiring a permit from the state department of environmental conservation.
- (4) The drilling of any new well.

(b) *Application.* Applicants for a permit to develop in an aquifer district shall submit the following:

- (1) The name, address and telephone number of the applicant.

- (2) If the applicant is a corporation, the names, addresses and telephone numbers of all the corporate officers and directors.
- (3) A map and report showing the location of the premises for which the permit is sought and plans prepared by a licensed professional engineer or architect showing all features of the system necessary for the satisfactory conveyance, storage, distribution, use and disposal of sanitary wastes, stormwater wastes, process wastes, toxic or hazardous wastes, and incidental wastes within the property boundaries of the business or commercial establishment.
- (4) When storage or use exceeds five hundred (500) gallons per month or five thousand (5,000) pounds, whichever is less, the applicant shall also provide provisions for any impermeable membrane to contain any potential spills, or such other protection as the town board deems appropriate.
- (5) Such other information as the town board requests in order to have all facts before it prior to making the decision.
- (6) Copies of any permits and applications to any other governmental agency.
- (7) A list of all toxic chemicals or hazardous materials known to be used or stored on the premises, together with sufficient detail to appraise the town board of the method of storage and the amount of toxic or hazardous materials on the premises.
- (8) The method of disposal of toxic or hazardous materials.
- (9) A full report regarding the use and storage of all toxic and all hazardous materials.
- (10) Applicants shall pay a fee of one hundred dollars (\$100.00) with the application.

(c) *Public hearing.* A public hearing shall be held in regard to granting of the permit and notice of the public hearing in regard to the granting of the permit shall be published in the official town newspaper no earlier than twenty (20) days and no later than ten (10) days before the date of such public hearing. All uses subject to a special per-

mit, unless such uses are by governmental entities, shall nevertheless be subject to the public hearing requirements of this subsection, and shall file an environmental assessment form which shall be reviewed by the town board in accordance with the provisions of Chapter 6, article II of this Code.

(d) *Issuance of permit.* The town board may grant the permit, deny the permit or grant the permit with stated conditions. In the event that a permit is granted, or granted with stated conditions, it shall be a requirement that the applicant shall use the best available means to prevent contamination of the aquifer district. This requirement shall be a continuing requirement, and the town board shall maintain continuing jurisdiction and shall have the power to make such provisions as are necessary to update the development or facilities in order that it may be used in accordance with the then prevailing state of technology.

(e) *Change in use or ownership.* A change in use or ownership shall necessitate a new permit. (Code 1966, § 44-XI-22(C)—(G); L.L. No. 7 of 1989, § 1; L.L. No. 8 of 1997, § 2)

Secs. 24-519—24-530. Reserved.

DIVISION 3. PLANNED DEVELOPMENT DISTRICT

Sec. 24-531. Generally.

A residential, commercial or industrial planned development district or combination thereof may be established in any district of the town for the purpose of promoting integrated site planning of tracts of land ten (10) acres or more in area. Establishment of a planned development district shall be by amendment to this chapter in accordance with the procedure in this division. This division is applicable to planned development districts.

(Code 1966, § 44-XIV-1)

TOWN OF VESTAL ENVIRONMENTAL ASSESSMENT FORM

Date 03 / 19 / 21

NAME OF PROJECT Proposed Lowe's Tool Rental

LOCATION OF PROJECT 225 Sycamore Road, Vestal, NY

NAME, ADDRESS AND TELEPHONE NUMBERS OF:

APPLICANT Lowe's Home Centers, Inc.

1000 Lowe's Boulevard, Mooresville, NC 28117 T: (704) 758-1000

OWNER(S) Vestal Retail Center LLC

5150 Overland Avenue, Culver, CA 09230

ENGINEER Solli Engineering, LLC

501 Main Street, Suite 2A, Monroe, CT 06468 T: (203) 880-5455

OTHER KNOWLEDGEABLE PERSONNEL _____

Signature of Applicant  **Date** 03 / 16 / 21

Site Development Manager, Lowe's

If form was prepared by other than the applicant, the name, address, and signature of the preparer should be provided here:

Name Kevin Solli

Address 501 Main Street, Suite 2A, Monroe, CT 06468

Signature 

NOTE: Attach additional sheets where needed for all responses.

Moderate Impact Large Impact

I. GENERAL INFORMATION

1. Project Description (Purpose and Scope)

Proposed 3,488 SF tool rental center with 1,500 SF of enclosed storage under canopy and associated utilities, parking, etc.

2. Project Duration

- A. Total number of phases anticipated: 1
- B. Anticipated date of commencement: 6 mo. 2021 Yr.
- C. Approximate final completion date: 10 mo. 2021 Yr.

3. Project Acreage

- A. Acreage to be developed: Initial No Change Ultimate
- B. Acreage to remain undeveloped: Initial No Change Ultimate
- C. If expansion of an existing project. acres previously developed? 14.4 Acres

4. If Residential Development, Distr. of lot sizes by unit:

size category	This project		Ultimate Lot	
	1 Fam	2 Fam MF	1 Fam	2 Fam MF
7,000-14,999 s.f.:
15,000 s.f.-1 acre:
1-2 acres:
Over 2 acres:
Total lots	_____	_____	_____	_____

5. If Commercial or Industrial Project:

- Upon completion of project,
 - A. Estimated employment: No Change
 - B. a. Maximum vehicular trips generated per hour: N/A
 - b. Times a day when maximum likely to be reached: N/A
 - C. Number of parking spaces:
 - a. Off street 704 Spaces
 - b. On street N/A

II. LAND CHARACTERISTICS

1. Approximate project area:

[Figures expressed as acres or percentage]

	Presently	After Completion
Lawns	±1.2	±1.2
Meadow or Brushland	_____	_____
Forested	0	0
Agriculture	0	0
Wetland	0	0
Water Surface	_____	_____
Unvegetated (rock, earth, fill)	0	0
Roads	±10.3	+10.2
Other (indicate type)	±3.02	±3.10

Moderate Impact Large Impact

2. General character of land:

- A. Located in the 100 year flood plain yes ___ no
- B. Located in the 500 year flood plain yes ___ no
- C. Approx. percentage of undeveloped project area with:
- a. Generally uniform slope (0-10%) +99 %
 - b. Generally uneven, rolling or irregular ___ %
 - c. Slopes greater than 15% +1 %
- D. Is development planned for those areas with greater than 15 percent? yes ___ no
- If yes, explain what will be done:

E. What is the difference in elevation and distance between the proposed building and any adjacent streams or rivers? N/A

3. Will construction be on land where:

- A. Bedrock is exposed generally within 3 feet of existing ground surface? yes ___ no
- B. The water table is within 3 feet of existing ground surface? yes ___ no
- C. The water table is within 4 feet of finished grade? yes ___ no

4. Tree Growth

- A. Current tree growth:
Heavy Sparse Scrub Open
- B. Will any mature forest (over 100 Yrs.) or other locally important vegetation be removed from the site?
yes ___ no

If yes, specify:

- C. Describe any plans for revegetation to replace that removed from the site.

5. Topographical Changes

- A. Will cut and fill be necessary? yes ___ no

- If yes: a. Over how many acres? ___ acres
b. Type of fill
c. Will any structure be built on fill?
yes ___ no ___

If yes, how many structures will be built and what will be removed from the site? _____

Moderate Large
Impact Impact

- B. How many acres of land will be graded? 0.67 acres
C. How much natural material (rock, earth, etc.) will be removed from the site? N/A
D. Will project include excavation for mining purposes of sand, gravel, or other material? yes ___ no

If yes: a. Identify materials and explain how much material will be removed and what will be done to restore the land.

- b. Has a mining permit been applied for?
yes ___ no ___
Has it been granted? yes ___ no ___

III. ENVIRONMENTAL IMPACT ON ADJACENT AREAS

1. Will blasting occur during construction? yes ___ no
If yes: A. Explain where blasting will occur and why it is necessary.

B. Will blasting occur within 1000 ft. of a hospital, school, nursing home or other sensitive facility? yes ___ no ___

2. What are your provisions for dust control during contr.?
Soil erosion & sediment control measures include, silt fence, inlet protection, composite filter sock and anti-tracking construction entrance

3. Will project routinely produce odors? yes ___ no
If yes, please explain:

4. Will project require incineration of material during or after construction? yes ___ no
If yes: A. Describe materials

B. Describe nature of incineration

C. Describe nature of pollution control devices

5. Will noise levels projected to adjacent properties exceed 60 decibels other than on an intermittent basis after the project is completed? yes ___ no
If yes, please explain:

Moderate Impact Large Impact

NOTE: 60 decibels is comparable to being twenty feet from an air conditioning unit, or being three feet from a person talking in a normal voice.

6. A. Will project be visually compatible with the surrounding area? yes no
If no, describe:

B. What will the height be of the tallest proposed structure? Approx. 22.75'

IV. SERVICES

1. If extensions of electric lines are necessary will they be: Overhead Underground N/A

2. A. Who will provide water to the proposed project? _____

Town of Vestal
 Private
 Other

*Water service for site has already been established

If municipal water:

- a. Has permission been granted for hookup onto existing water lines? yes _____ date _____ no N/A
- b. Is land in a town water district? yes no _____
- c. Distance and size of nearest main On-site _____
- d. Will project require an extension of existing water lines? yes _____ no
- e. Anticipated water usage upon completion of project: _____ gallons per day

If private or other, please:

- a. Explain
- b. Indicate pumping capacity: _____ gallons/minute

B. Who will provide for the collection and treatment of sewage?

Town of Vestal
 Private

If municipal sewage:

- a. Is land in a town sewer district? yes no _____
- b. Has permission been granted to allow for hookup onto existing sanitary lines? yes _____ date _____ no _____ N/A

*Sanitary sewer service for site has already been established

Moderate Impact Large Impact

c. Distance, size and invert of nearest main: N/A

d. ~~Will project require extension of sanitary lines?~~
yes no

If private:

A. please explain:

B. Have perc tests been completed for septic systems?
yes no

C. Has Health Department approval been granted?
yes no

3. Drainage

A. Will storm sewers be able to accommodate surface run off of water both during construction and upon completion? yes no unknown
If unknown or no, please explain:

B. How will existing on-site drainage patterns be altered? Drainage patterns on-site have no proposed change

C. What steps will be taken to avoid the possibility of erosion and silting both during construction and upon project completion? Inlet protection will be installed on nearby structures during construction
No change to existing structures are being made.

4. Is surface or subsurface liquid waste disposal. (other than rain water) involved? yes no

If yes:

A. Indicate type of waste:

B. If surface disposal is involved, what is the name of the stream into which the effluent will be discharged?

C. Will project require a discharge permit?
yes no
If yes, is permit applied for? yes date
Applied to who

5. Does project involve disposal of solid waste? yes no

If yes:

A. Give the name and location of solid waste disposal facilities

B. Will any wastes ~~not go into a sewage disposal system or into a sanitary landfill?~~ yes no
If yes, please explain:

Moderate Large
Impact Impact

V. SPECIAL IMPACT

1. Does the project site contain any species of plant or animal life is identified as threatened or endangered?

yes no

If yes, identify each species and how each will be affected.

NYDEC identifies bald eagle as a nearby species. No interference with habitat is expected as part of the proposed activities.

2. Does project interfere with any other resident of migratory fish or wildlife species? yes no

If yes, identify species and manner of disruption.

3. Will the project require any stream channel modification?

yes no

If yes: A. Identify stream and nature of dredging:

B. Identify nature of other modification:

C. What is stream classification A,B,C or D

4. Is the project located within a one mile radius of a building or site listed on the National or State Register of Historic Places or a known archaeological site or fossil bed? yes no

If yes, name of site:

5. Are there any unique or unusual land forms on the project site? (i.e. cliffs, other geological formations)

yes no

If yes, describe:

6. Will the project require the relocation of any project or facilities? yes no

If yes, please explain (by whom):

Relocation of existing water line near proposed tool rental building. Work to be performed by contractor per utility provider's requirements.

7. Will your project be in the aquifer zone? yes no

Moderate Impact Large Impact

VI. HAZARDOUS MATERIALS

1. Will your project require the use or storage of any chemicals? yes no

IF yes:

A. please list the chemicals to be used or stored and their amounts:

Chemical	Monthly Usage	stored on site (Inside)	Stored on site (Outside)
		See attached list for chemicals to be stored on-site.	

B. Will some or all of the chemicals be stored inside? yes no
 Will some or all of the chemicals be stored outside? yes no

C. What measures have been taken to contain any accidental spill of these chemicals? Please explain:

Spill kit contained on-site for existing Lowe's store

2. Does this project (or its future utilization) require a permit from the U.S. Environmental Protection Agency (EPA), the New York Department of Conservation (DEC), or other similar agencies? yes no

If yes, please indicate the type of permit(e.g. SPDES).

Moderate Large
Impact Impact

3. Will project require disposal, discharge, or chronic emission of hazardous wastes (toxic, poisonous, highly reactive, radioactive irritating or infectious wastes) that are solid, semi-solid or contain gases? yes ___ no
If yes, please explain:
4. Will project require storage of liquid or natural gas or other volatile gases? yes ___ no
If yes, please explain (a) Purpose and (b) Nature of storage facility:
5. Will project cause a risk of explosion or release of hazardous substances (oil, pesticides, chemicals, radiation, etc.) in the event of accidents or upset conditions? yes ___ no
If yes, please explain:
6. Will project use herbicides or pesticides? yes ___ no
If yes:
A. What kind? _____
B. Is a permit necessary? yes ___ no ___
Has it been granted? yes ___ no ___

FOR DEPARTMENT USE ONLY

Zoning _____

Are permits or variances required? yes ___ no ___

Tax map number _____

Are there any known objections or objectors to this project?
yes ___ no ___

Local and Regional approvals required:

	Appr. req'd yes/no	Public hearing		Submt'd Date	Rev'd	Granted
		yes/no	Date			
Town Board						
Town Planning Board						
Zoning Board						
County Health Dept.						
County Planning Dept.						
Other						

Is a Federal permit required? yes ___ no ___
Agency Permit Appl. Date Date Granted

Are permits or approvals required from any State Agency?
yes ___ no ___
Agency Permit Appl. Date Date Granted

_____ The project will result in no major adverse impacts and therefore is one which may not cause significant damage to the environment. Prepare a negative declaration.

_____ The project will result in one or more adverse impact that can not be reduced and may cause significant damage to the environment. Proceed with a detailed Environmental Impact Statement.

Date _____

Responsible Official
in Lead Agency

Vendor Name	Model#	Item Description	Qty
CHERVON	80111	Worm Drive Oil	4
CRC INDUSTRIES INC	1004853	OZZYJUICE Heavy Duty Degreasing Solution (SW-4) - 5 Gal	1
GENERAL WIRE SPRING COMPANY	SOG-S	Snake Oil Plus Gal	4
GRACO INC	865713	1 oz. Paint Sprayer Conditioner and Protectant	48
GRACO INC	865657	865657 - Magic Clean Starter Kit (Paint Sprayer)	1
GRACO INC	865656	Magic Clean Refill (Paint Sprayer)	1
GRACO INC	243104	Pump Conditioner (Paint Sprayer) Quart	6
GRACO INC	206994	Throat Seal (Paint Sprayer)	6
GREAT NORTHERN EQUIPMENT	702DN-GAL	702DN-GAL - Disinfectant Cleaner	4
GREAT NORTHERN EQUIPMENT	201950004	Degreaser	6
GREAT NORTHERN EQUIPMENT	201950003	Glass Cleaner	1
GREAT NORTHERN EQUIPMENT	201950002	General Cleaner	1
GREAT NORTHERN EQUIPMENT	WD490057	WD-40 Aerosol 12 oz. Smart Straw	2
GREAT NORTHERN EQUIPMENT	MAG69258	Bar and Chain Oil (Quart)	12
GREAT NORTHERN EQUIPMENT	MAG67513	Tire Seal (Aerosol Can)	12
GREAT NORTHERN EQUIPMENT	MAG63119	Synthetic 2-Cycle Oil Mix	96
GREAT NORTHERN EQUIPMENT	MAG62456	Bar and Chain Oil (Gallon)	4
GREAT NORTHERN EQUIPMENT	MAG61648	Motor Oil 10W-30 (Non-Det)	24
GREAT NORTHERN EQUIPMENT	MAG60694	Pump Oil (Pres Wash)	12
GREAT NORTHERN EQUIPMENT	MAG60681	Hydraulic Fluid Universal Tractor 1 GAL	12
GREAT NORTHERN EQUIPMENT	MAG00820	Gear Oil (80-90 W)	12
GREAT NORTHERN EQUIPMENT	MAG00723	MAG00723 - High Temp Grease	10
GREAT NORTHERN EQUIPMENT	MAG00713	Lithium Grease	10
GREAT NORTHERN EQUIPMENT	MAG00712	Multi-Purpose Grease	10
GREAT NORTHERN EQUIPMENT	MAG00414	Carbureator Cleaner	6
GREAT NORTHERN EQUIPMENT	MAG00147	Jet Cleaner/ Fuel Additive	6
GREAT NORTHERN EQUIPMENT	LUC10013	Fuel Stabilizer	12
GREAT NORTHERN EQUIPMENT	08207-10W30	Honda 10W-30	12
POWERNAIL COMPANY INC	09-44529757A	6 OZ. MOBILE SCH OIL	1
PROGRESSIVE SOLUTIONS CORPORATION	32110	Kleen Krete Gal. RTU	4
PROGRESSIVE SOLUTIONS CORPORATION	30800	Kleen Kote Qt. Concentrate	6
R.W. ROGERS COMPANY INC	RWR-60-0900	1 Gallon Liquid Sanitizer	4



TOWN OF VESTAL

Building Construction ●●● Code Enforcement ●●● Fire Codes
133 Front Street ● Vestal ● New York ● 13850-1511

Ph (607) 786-0980

Fax (607) 786-0984

MEMO

To: John Schaffer, Supervisor

From: Art Robinson, Building & Code Inspector

Re: Pending Timber Harvesting Permit BCTM# and address as indicated

Date: April 7, 2021

C: Town Board Members
Vern Myers, PE, Director of Engineering Services
Town Clerk

A permit to harvest timber has been applied for by Joseph Sweeney with Double Aught Lumber Inc. for the following named continuous parcels in the Town of Vestal:

BCTM#175.07-5-50	1194 Powderhouse Road	R&B LLC, owner	Zoned RR
BCTM#175.11-4-38	1132 Powderhouse Road	R&B LLC, owner	Zoned RR
BCTM#175.11-4-41	1116 Powderhouse Road	R&B LLC, owner	Zoned RR

The Code of the Town of Vestal prohibits timber harvesting within 300 ft. of an RA-1, RA-2, and RC zoning district. The owners and applicant are requesting permission, from the Town Board, to harvest within this 300 ft. setback to these districts and to place the landing area within 150 feet from the public road. The parcel and harvest areas are shown on the attached map of the area.

The Code of the Town of Vestal Chapter 6, Article V, Division 2, Section 6-168(c) specifically allows for town board review of harvesting permit applications in conflict with the code requirements.

Mr. Sweeney has submitted his permit application & fee, but he is waiting to submit further required fees until hearing from the board.

The harvest is being conducted on a select cut basis, with trees being cut chosen by the forester. The application indicates that all trees being cut are approximately 14+” in diameter. No “clear cutting” is being performed. The code allows harvesting only from 7 am until dark and the Code does not permit harvesting at all on Sunday.

Other than the harvest within 300 ft. of the RA-1, and the landing area within the required 150 ft. from a public road, no other items are of concern to me. The request for the landing area to be within 150 ft. of the road is due to the steep incline of the property adjacent to the road. Please see attached Timber Harvest Plan submitted by Mr. Sweeney. The haul road will be curved to make the landing area as inconspicuous as possible. Please consider the application and inform me of any concerns that you have regarding this request and/or conditions which you wish to impose on this harvest.

Should you have any questions concerning this matter, please contact me at 786-0980 ext. 207.

Thank you.

Art Robinson

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: <i>Double Aught Lumber Inc.</i>			
Project Location (describe, and attach a location map): <i>Timber Harvesting on Lands owned by R&B LLC</i>			
Brief Description of Proposed Action: <i>East side of Powderhouse road in the town of Vestal</i> <i>Cutting of selectively marked trees.</i>			
Name of Applicant or Sponsor: <i>Double Aught Lumber</i>		Telephone: <i>607-659-7850</i>	
		E-Mail:	
Address: <i>1024 Owego road</i>			
City/PO: <i>Candor</i>		State: <i>NY</i>	Zip Code: <i>13743</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 type="checkbox"/> <input checked="" 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: <i>Timber Harvesting Permit from Town of Vestal</i>			NO YES <input type="checkbox"/> <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>60.96</i> acres	
b. Total acreage to be physically disturbed?		<i>0.5</i> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

<p>5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?</p>	<p>NO <input type="checkbox"/> <input type="checkbox"/></p>	<p>YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>N/A <input type="checkbox"/> <input type="checkbox"/></p>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</p>	<p>NO <input type="checkbox"/></p>	<p>YES <input checked="" type="checkbox"/></p>	
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____</p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	
<p>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?</p>	<p>NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>	
<p>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: _____</p>	<p>NO <input type="checkbox"/></p>	<p>YES <input checked="" type="checkbox"/></p>	
<p>10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____</p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	
<p>11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____</p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	
<p>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?</p>	<p>NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/> <input type="checkbox"/></p>	
<p>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: _____</p>	<p>NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/> <input type="checkbox"/></p>	
<p>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 checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban</p>			
<p>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?</p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	
<p>16. Is the project site located in the 100 year flood plain?</p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	
<p>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 checked="" 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 checked="" type="checkbox"/> NO <input type="checkbox"/> YES _____</p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	

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: <u>Double Aught Lumber Inc (Forester)</u>		Date: <u>9/5/21</u>
Signature: <u>Joe Sweeney</u> <u>[Signature]</u>		

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 checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	1194, 1132, 1116 Powderhouse Road
Date:	4/7/21

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

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

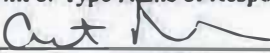
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" 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 checked="" 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 walk way?	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Short Environmental Assessment Form Part 3 Determination of Significance

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

The proposed action is a select cut timber harvest on private property. Approximately 298 trees are to be harvested. No Clear cutting is being proposed and clear cutting is not permitted. Permanent erosion controls will be in place at the end of the harvest and the skid roads/trails and landing will be leveled and seeded.

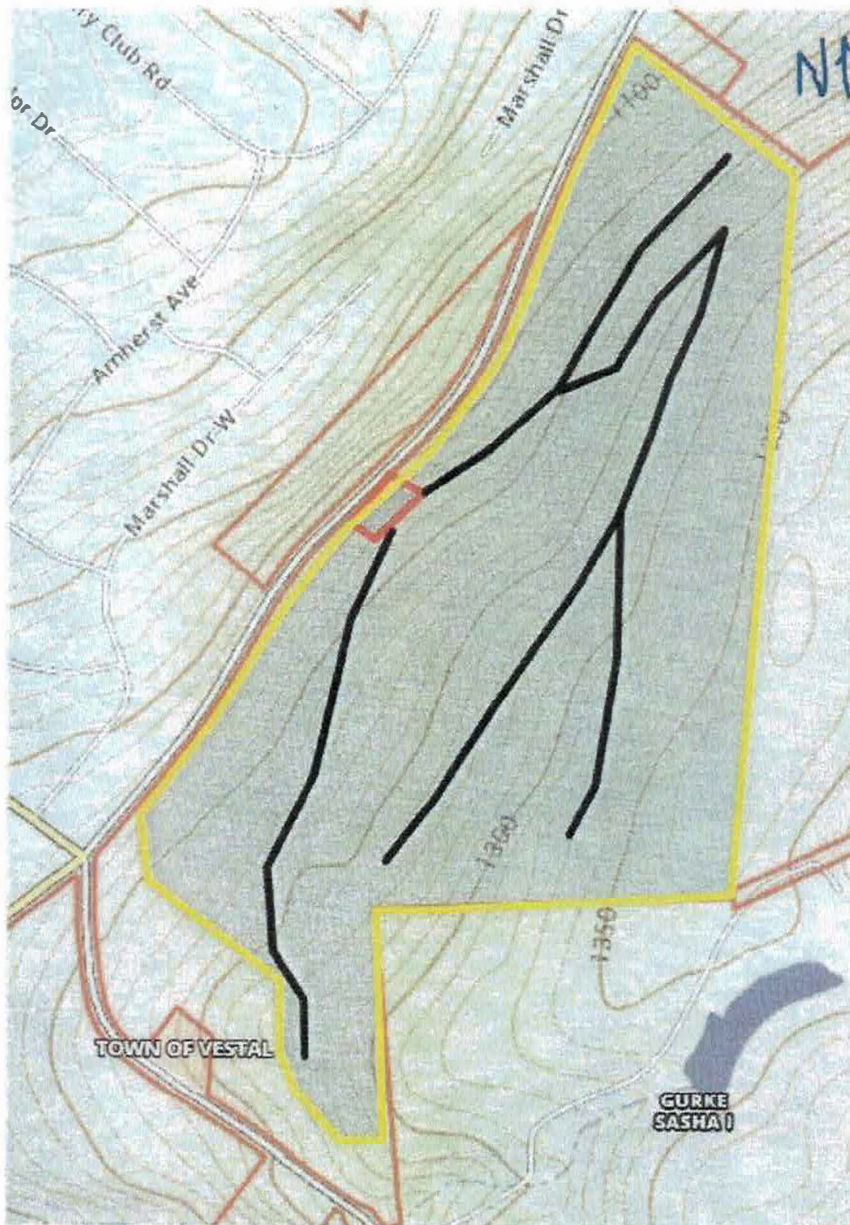
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" 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.
Town of Vestal, NY	4/7/21
Name of Lead Agency	Date
Art Robinson	Building and Code Inspector
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)

Harvest Plan for the Town of Vestal Timber Permit

Double Aught Lumber will be harvesting approximately 60.96 acres in the town of Vestal located on 1132 Powder house road. This harvest will take place under a contract between R & B LLC and Double Aught Lumber Inc. Timber Harvesting will take place roughly between the dates of April 2021 and July 2021. The Timber to be cut will be skidded on constructed skid trails taking every effort to gradually decline in elevation off of the hill to the landing site. All erosion and sediment control measures will be taken to prevent runoff and erosion. The timber will be landed on Powder house road on a landing cite constructed on the property of R&B LLC.

There are critical slopes on the property that are over 30% grade. This area will not be Vertically skidded on. Horizontal skids will be built at 10% grade. Trees will be felled and cabled off to a lower grade so no downhill skidding is necessary on critical slopes.

Harvest Map



- Landing
- Sale Boundary
- Skid trails

Broome County Parcel Mapper



1 inch = 503 feet

0 325 650

ft

Broome County, NY

GIS

www.broome.gov

N

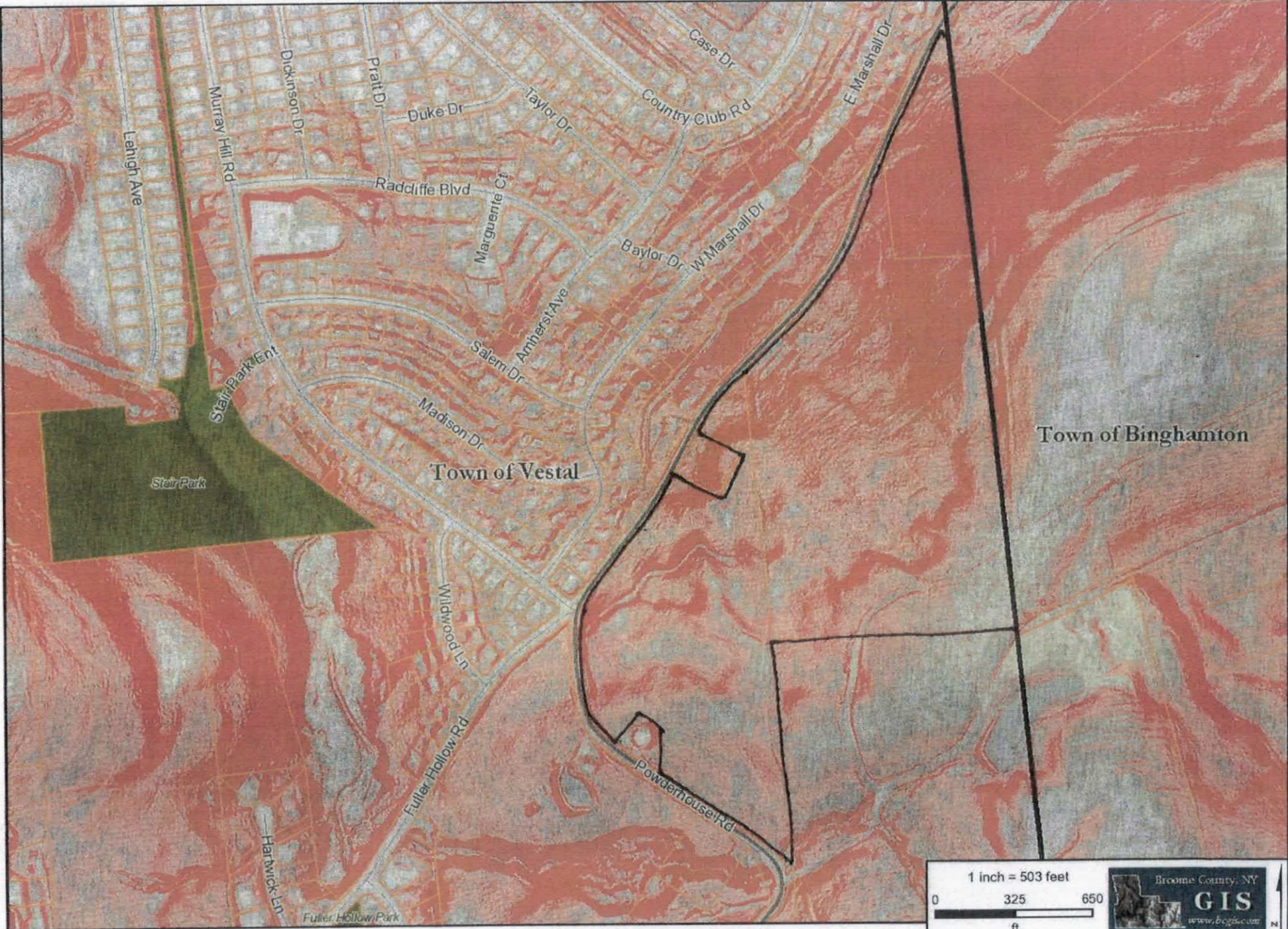
DISCLAIMER: Broome County does not guarantee the accuracy of the data presented. Information should be used for illustrative purposes only.

Broome County Parcel Mapper

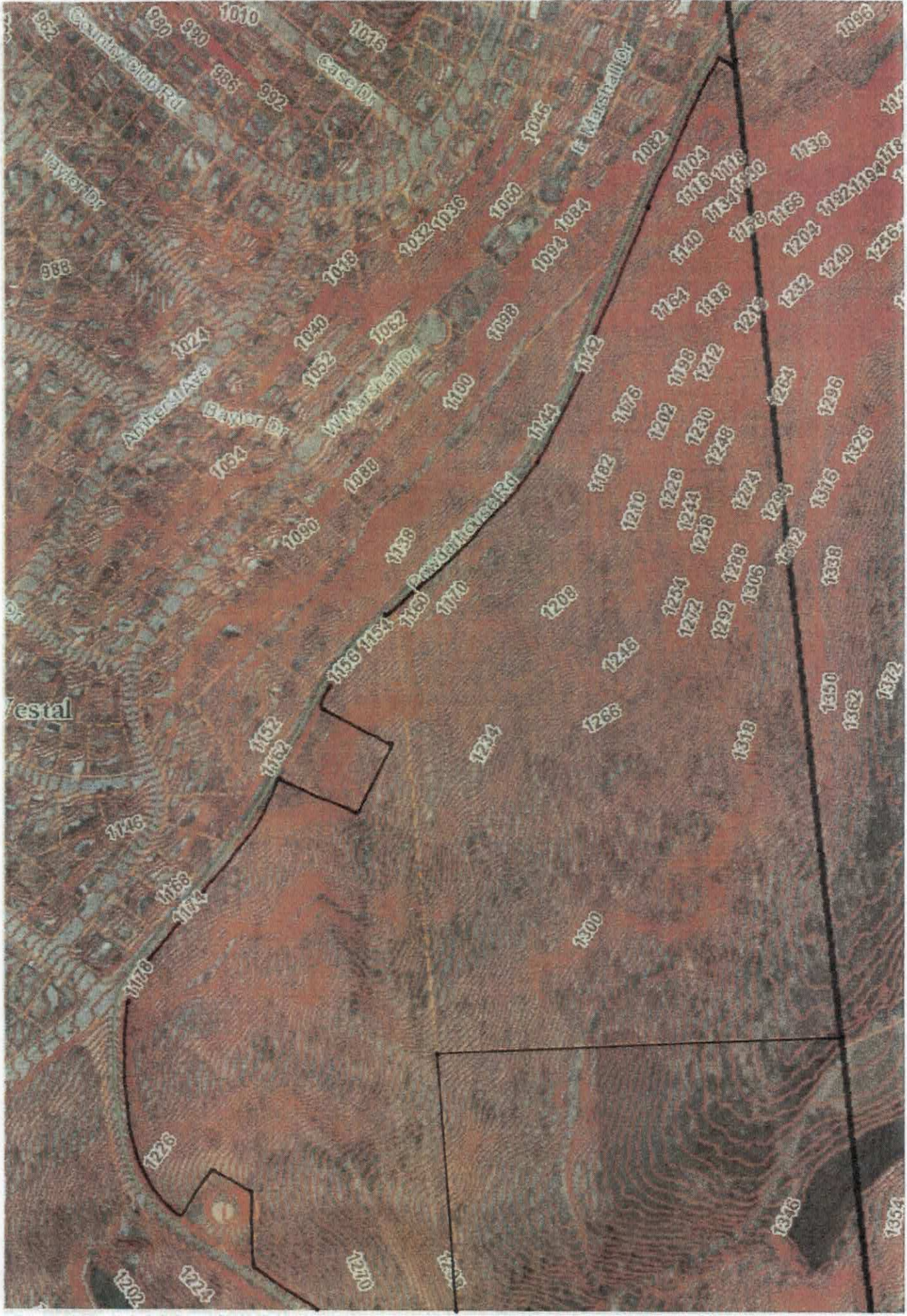


DISCLAIMER: Broome County does not guarantee the accuracy of the data presented. Information should be used for illustrative purposes only.

Broome County Parcel Mapper



DISCLAIMER: Broome County does not guarantee the accuracy of the data presented. Information should be used for illustrative purposes only.



March 5, 2021

Mr. W. John Schaffer, Vestal Town Supervisor
605 Vestal Parkway West
Vestal, New York 13850

Dear Mr. Schaffer,

I am writing to ask permission from the Town Board to hold our annual StacheStrong 5K Run/Walk to benefit Brain Cancer Research on Saturday, September 18, 2021. In 2018, we had over 250 participants at the Vestal Rail Trail, but in 2019, due to the pandemic, we transformed our race to a Virtual 5K, which had 1,114 participants in all 50 states.

If there are no Covid-19 restrictions on outside races in September 2021, we would like to host this year's local portion as a road race, beginning and ending at the Vestal High School. It is our expectation that we will have increased participation, which would make VHS a more suitable location than the Vestal Rail Trail, not only for participation, but also for parking. A road race would honor our son GJ Gerner, co-founder of StacheStrong, who lost his battle with Glioblastoma (GBM) in September of 2019 who was passionate about running. He was a captain of the VHS Cross Country and Track teams and our family has many fond memories of his competitive running days. Continuing to raise money for Brain Cancer Research, via an annual 5K road race that traces the steps he took for many practices and races, is particularly meaningful to our family.

The StacheStrong 5K Run/Walk will be held on Saturday September 18, 2021 in the Town of Vestal. The course will begin and end in front of Vestal High School and we plan to have it run down Front Street and back again, using the same route certified for the "Running of the Bears". The race will begin with runners going off at 3PM and walkers immediately following. We should be finished by 5PM.

We are working with Dawn Young, VHS Principal, to secure her permission for use of the restrooms, cafeteria and parking. Additionally, we are working with Captain Kintner of the Vestal Police Department for assistance with managing intersections and other safety issues. The race will be insured by StacheStrong. In addition, all runners will be required to sign waivers releasing the District and Town from liability.

We will work with the local news channels to alert Front Street residents to carefully plan their afternoon travel during 3-5PM on Saturday September 18. I would be happy to answer any further questions you have about this event. Thank you very much for your consideration of this request.

Betsy Gerner
Director of Community Relations, StacheStrong
607-761-0348
StacheStrong@gmail.com



INSURANCE BINDER

RMURPHY

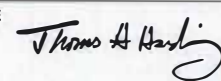
DATE (MM/DD/YYYY)
04/06/2021

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Harding Brooks Insurance Agency 441 Commerce Road STE 1 Vestal, NY 13850		COMPANY Hartford Underwriters Ins Co		BINDER # 599	
PHONE (A/C, No, Ext): (607) 729-9292		FAX (A/C, No): (607) 798-6693		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
CODE: 01311268		SUB CODE:		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Loc 1, Bldg 1, 511 Castleman Rd, Vestal, NY 13850-6141	
AGENCY CUSTOMER ID: STACINC-01		INSURED AND MAILING ADDRESS StacheStrong Inc. 511 Castleman Rd Vestal, NY 13850			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Business Personal Property Business Income & Extra Expense - Actual Loss Sustained	\$1,000		\$5,000.00
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000		
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$		
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____		ACTUAL CASH VALUE STATED AMOUNT \$		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ PER STATUTE		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
SPECIAL CONDITIONS / OTHER COVERAGES		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$		

NAME & ADDRESS

		MORTGAGEE	ADDITIONAL INSURED
		LOSS PAYEE	
LOAN #:			
AUTHORIZED REPRESENTATIVE 			

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 7, 2021

StacheStrong Inc.
511 CASTLEMAN RD
VESTAL NY 13850-6141

Account Information:

Policy Holder Details :	StacheStrong Inc.
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



April 7, 2021

Account Policy Information:

Agency Name	HARDING BROOKS ASSOCIATES LLC
Agency Code	01311268

Recipient Information

StacheStrong Inc.
511 CASTLEMAN RD
VESTAL NY 13850-6141

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Next Gen Spectrum Hartford Underwriters Insurance Company	01 SBA AL1F4G	04/06/2021 to 04/06/2022	\$755

Sum of Insurance

Summary of Insurance (Continued)

Next Gen Spectrum Summary of Insurance
with
Hartford Underwriters Insurance Company
A member company of The Hartford
04/06/2021 - 04/06/2022

PREMIUM SUMMARY

COVERAGE	PRICE
Business Owner's Policy	\$755
Fees and Surcharges	\$5

LOCATION(S)

LOCATION	DESCRIPTION	TYPE AND AREA	VALUATION <small>How we calculate the value of your property</small>
LOC 1; BLDG 1	511 CASTLEMAN RD, VESTAL,NY 13850- 6141	Frame, 500	Business Personal Property: Replacement Cost

POLICY SUMMARY

PROPERTY LIMITS

Deductible: \$1,000	Building	Business Personal Property (BPP)
LOC 1; BLDG 1	N/A	\$5,000

BUSINESS LIABILITY (Also known as General Liability)

EACH OCCURRENCE LIMIT	\$2,000,000
GENERAL AGGREGATE LIMIT	\$4,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$4,000,000

Sum of Insurance

Summary of Insurance (Continued)

CUSTOMIZED COVERAGES FOR YOUR BUSINESS

BUSINESS LIABILITY COVERAGE ADDED	
COVERAGE	LIMIT
Blanket Additional Insured by Contract	Included ¹
Hired Auto and Non-Owned Auto	Included ¹

¹ Included in Business Liability Limit(s)

BUSINESS LIABILITY COVERAGES DETAIL

BUSINESS LIABILITY COVERAGES	TOTAL LIMIT OF INSURANCE
Business Liability	
Damage To Premises Rented To You Limit	\$1,000,000
General Aggregate Limit	\$4,000,000
Liability and Medical Expenses Limit	\$2,000,000
Medical Expenses Limit	\$10,000
Personal and Advertising Injury Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Property Damage Liability Deductible	No Deductible

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.



VESTAL FIRE DISTRICT

601 Vestal Parkway West
Vestal • New York • 13850-1486
Telephone (607) 748-1514 / Fax (607) 748-0077

7.5-1
Board of
Fire Commissioners
John Schaffer
Jason Ellis
Patty Fitzgerald
John Fletcher
Sue Messina

To: The Board of Fire Commissioners

From: John Paffie, Fire Chief

Date: April 9, 2021

Re: Accepting Donation

I am requesting Board of Fire Commissioner approve a donation of \$40 from Darlene Walter from King Street in Vestal.

Fire Marshal Carle Truman visited Ms. Walter and assisted in replacing her CO and Smoke Detector.

Fund will go back in the Fire Prevention Budget line of F3410 4612

Any questions or concerns in regards to this memo, please feel free to contact me.

Sincerely,

John J. Paffie

*John J. Paffie
Fire Chief*



TOWN OF VESTAL

IT Department
601 Vestal Pkwy W • Vestal • New York • 13850

Ph (607) 321-6030

Fax (607) 748-0077

To: Town Board
From: Daniel Williams, IT Director
Re: Internet Proposal
Date: 04/08/2021

I am requesting approval to sign or have Town Supervisor John Schaffer sign the proposed internet pricing from Plexicomm. This reduces our current rate of \$1095/month down to \$450/month for our fiber dedicated internet connection. I have checked with other carriers and none have pricing lower than this. The term is 36 months.

Thank you,
Dan



Plexicomm, LLC
144 Henry Street
2nd Floor, Sulte 10
Binghamton, NY 13901

March 18, 2021

Town of Vestal
Attn: Dan Williams
605 Vestal Parkway West
Vestal, NY 13850

Dan, first let me thank you for the opportunity to offer our services to the Town of Vestal. As a local company we're always excited to develop new relationships and to expand on existing ones.

This quote is for dedicated fiber optic internet access. Also included are on-net service benefits that will allow reliable off-site storage backups and greater flexibility on future connectivity projects.

Service Level	Contract Term	Installation Cost	Monthly Cost
Dedicated Internet 500 Mbps x 500 Mbps	36 months	N/A	\$450
XXXXXXXXXX	XXXXXX	XXXXXX	XXXXXX

Thank You,

Dan English
Plexicomm, LLC
dan@plexicomm.net
1-866-759-4678 x103

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature: _____ Print Name: _____

Date: _____ Title: _____