



Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
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lawliss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: March 12, 2019

RE: Fire and Ambulance Responses

For this week's period: Tuesday, March 5, 2019 to Monday, March 11, 2019
our Department has responded to the following:

Fire Calls

17

- 2 electrical wiring equipment problems with investigation
- 5 alarm activation with investigation
- 1 heat from short circuit with investigation
- 1 defective elevator with no occupants
- 6 EMS assist initiated patient care
- 1 steam/vapor thought to be smoke with investigation

Ambulance Calls

68

Mutual Aid by CVPH

12



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

53 Green Street
Plattsburgh, NY 12901
Phone: 518-536-7519

ruffj@cityofplattsburgh-ny.gov

March 6, 2019

To: Mayor Read and Members of the Common Council

Fr: Jonathan Ruff

Re: WRRF ESD Incentive Proposal

The City has been offered a \$758,000 **Incentive Proposal** from Empire State Development (ESD) toward the \$4,646,000 estimated total project cost for upgrading the WRRF dewatering system and chemical building relocation. The proposal and general program requirements are attached.

The proposal identifies a number of general requirements with which the City must comply, including:

- 10% equity contribution
- \$250 application fee
- \$7,850 commitment fee (1%)
- Non-discrimination and contractor diversity
- Regulatory and Environmental reviews

This funding also needs to be coordinated with the WIIA grant and financing, especially diversity goals and total project cost calculations.

The incentive proposal must be signed by the Mayor and returned to ESD by March 31st.

It is respectfully requested that the Common Council agree to accept the \$758,000 incentive proposal from ESD and authorize the Mayor to execute all necessary documents to accept the award and request reimbursement.

Please contact me if you have any questions.

C: Dean Schneller
Richard Marks



January 30, 2019

Hon. Colin Read
Mayor
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor Read:

On behalf of New York State and Empire State Development, please let me express my enthusiasm for working with you and the City of Plattsburgh on a public infrastructure project in New York State.

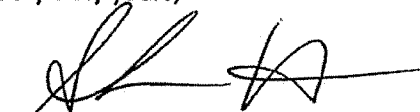
As we understand the project, the City of Plattsburgh will make a \$4,646,000 capital investment to its WRRF's dewatering filtration system. Furthermore, these new improvements will help mitigate sludge odor at the adjacent Dock Street waterfront parcel, an area poised to be redeveloped as part of the Downtown Revitalization Initiative.

To encourage you to proceed with this project, we are offering the City of Plattsburgh an ESD Capital Grant incentive valued at \$758,000.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are prepared to assist City of Plattsburgh with its project located in the North Country Region of New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me and one copy, including the \$250 Application Fee, to Edwin Lee, Sr. Vice President of Empire State Development's Loans and Grants Department, by March 31, 2019.

We look forward to working with you on this exciting project and can be reached at (518) 561-5642 your convenience.

Very truly yours,


Stephen Hunt
Regional Director

cc:
Edwin Lee

Attachment: ESD Incentive Proposal

RECEIVED FEB - 4 2019
MAYOR'S OFFICE

REGIONAL COUNCIL AWARD INCENTIVE PROPOSAL**CITY OF PLATTSBURGH**

January 30, 2019

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development ("ESD")* to the City of Plattsburgh to assist with its job public infrastructure project in Plattsburgh, Clinton County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

I. GENERAL INFORMATION

- a) **Recipient Name:** City of Plattsburgh (the "Recipient")
- b) **Contact Information:** Matthew Miller
Director of Community Development
41 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 536-7509
E-mail: Millerma@cityofplattsburgh-ny.gov
- c) **Project Location(s):** 53 Green Street
Plattsburgh, NY 12901
- New York State Empire Zone:** City of Plattsburgh EZ
- d) **Type of Business:** Municipal Government
- e) **Number of Full-time, Permanent Employees at all NYS Locations as of Today's Date:** N/A
- f) **Number of Full-time, Permanent Employees at Project Location(s) as of Today's Date:** N/A
- g) **Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today's Date:** N/A

II. PROJECT SPECIFICS

- a) **Project Description:** Capital construction improvements on the WWRF's dewatering filtration system.
- b) **Estimated Schedule:** Begin: January 2019
Complete: December 2019
Estimated ESD Directors' Approval: January 2020

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Construction / Renovation	\$3,573,000
Other Project Costs (A&E):	\$1,073,000
Total Estimated Cost:	\$4,646,000

IV. ESD INCENTIVES

Regional Council Capital Fund – Capital Grant – Project #132,470 /CFA# 81326

- a) **Amount:** \$758,000
- b) **Use of Funds:** Reimbursement for a portion of the capital construction cost of the project.
- c) **Requirements:** Funds will be disbursed in lump sum upon project completion, as described in Sections II and III above and as evidenced by attainment of a certificate of occupancy and/or other documentation verifying project completion as ESD may require, and documentation verifying project expenditures of at least \$4,646,000.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2022. Expenditures incurred prior to December 18, 2018 are not eligible project costs and cannot be reimbursed by grant funds.

The Grant is being offered in connection with the project as described in the CFA (or ESD application) and that funds will only be made available for projects that are undertaken as described in the CFA (or ESD application), except as expressly authorized by ESD.

General Requirements

- **Equity:**
The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.
- **Fees:**
The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned and a 1% commitment fee (\$7,580), due after ESD Directors' approval at the time a Grant Disbursement Agreement is executed. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.
- **Non-discrimination and Contractor Diversity:**
ESD's Non-discrimination & Contractor and Supplier Diversity policies will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority-and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$227,400) related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. A further explanation of the MWBE requirements is attached hereto.

The Recipient is encouraged to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant. ESD's current agency-wide goal is 6%. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. Should SDVOBs be utilized, a further explanation of the SDVOB reporting requirements is attached hereto.
- **Environmental, Historic and Smart Growth Review:**
Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.
- **Environmental Sustainability:**
ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.
- **Insurance Requirements:**
The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.
- **Modification:**
ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.
- **Reservations of Rights Concerning Funding Commitment:**
It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.
- **Next Steps After Accepting this Incentive Proposal:**
Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

AFFIRMATION

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

The Undersigned, being duly sworn, deposes and says:

1. I, _____, am the _____ of _____ (the "Recipient"), a municipality that is duly organized and validly existing under the laws of _____, and is authorized to do business and is in good standing in the State of New York.
2. I have read and know the contents of the Incentive Proposal prepared by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") dated the ____ day of _____, 20__.
3. I have reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants
4. I know all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.
5. Recipient did not make a decision to undertake the project described in the Incentive Proposal prior to December 18, 2018.
6. Recipient hereby accepts the terms of the Incentive Proposal.
7. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project.
8. Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.
9. Recipient authorizes the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this incentive proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested.
10. Recipient certifies, under penalty of perjury, that the Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws.

Signature

Subscribed and sworn to before me
this ____ day of _____, 20__

Notary Public

ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252 or 3253. **Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

Environmental Review under State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617)

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under SEQRA. Certain listed activities are not subject to any review because they involve actions with little, if any, environmental impact, referred to as "Type II" Actions. Conversely, SEQRA also includes a list of actions that are assumed to be more apt to result in impacts, referred to as "Type I" Actions, which are subject to formal review. If a proposed action is neither listed on the Type II or Type I lists, it is referred to as an "Unlisted Action" and is also subject to review under SEQRA.
- The applicant must demonstrate compliance with SEQRA if the project does not meet the definition of a Type II Action. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or state regulatory or funding agencies.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.

- **Required SEQRA documentation:**

If the project has already been determined to have no significant effect on the environment, the following two documents must be provided:

1. Environmental Assessment Form (EAF) –Short EAF or Full EAF, as appropriate for the project. All parts must be fully completed and approved by the lead agency that reviewed the project; and
2. Negative Declaration

(Note: If the project was approved by a lead agency on or after October 7, 2013, the new EAFs must be used and a separate Negative Declaration form is not required.)

If a Positive Declaration was made for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and
2. Lead Agency Statement of Findings

- If your SEQRA review has not yet been completed, please provide in an addendum to this application information about the status of the review and designated lead agency for the review, and submit “Part 1” of a Short EAF or Full EAF as appropriate for your project. Subsequent EAF Parts are completed by the lead agency based upon the information you include in Part 1.

For further information about SEQRA, please visit the New York State Department of Environmental Conservation’s web site at <http://www.dec.ny.gov>.

Historic Review

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NRHP) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law.
- Buildings that are more than 50 years old and/or those that are historically, architecturally, or culturally significant, as well as project locations wholly or partially within an identified archeologically-sensitive area or a land area that typically contains archeological resources, may meet the eligibility criteria for S/NRHP listing.
- The applicant must demonstrate compliance with Section 14.09. In order to initiate the SHPO consultation process, the applicant must submit the project for review by SHPO through the Cultural Resources Information System (CRIS) found at <https://cris.parks.ny.gov/Default.aspx>. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will provide a letter of comment on the project.
- Required SHPO documentation:
 - Letter of No Adverse Impact determination or
 - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

Smart Growth

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. (Note: Projects that only involve Excelsior Jobs Tax Credits do not require Smart Growth review.) ESD staff will advise you if a Smart Growth Impact Statement is required.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises (“MBEs”) and Women-owned Business Enterprises (“WBEs”), collectively MWBES.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:
- c) **Overall MWBE Participation Requirement: 30% (totaling no less than \$227,400)**
- d) For purposes of providing meaningful participation by MWBES on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBES found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD’s Office of Contractor and Supplier Diversity (“OCSD”) to discuss additional methods of maximizing participation by MWBES on the project.

- e) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- f) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD’s effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to OCSD@esd.ny.gov.

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- g) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
 - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
 - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- h) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
 - 1. If a Recipient fails to submit an MWBE Utilization Plan;
 - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
 - 3. If a Recipient fails to submit a request for waiver; or
 - 4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."
- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- k) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess

of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- l) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf

- m) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "Good Faith Efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

- n) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at ocsd@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to ocsd@esd.ny.gov;
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:
 Empire State Development
 Office of Contactor & Supplier Diversity
 633 Third Avenue, 35th Floor
 New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBS

It is the policy of ESD to comply with and implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (SDVOB Regulations) for all State contracts, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

For purposes of this project, the Grantee is encouraged to solicit and utilize NYS certified Service Disabled Veteran-owned Businesses ("SDVOBs") for any contractual opportunities generated in connection with the project.

- a) For purposes of providing meaningful participation by SDVOBs on the project, Recipient should reference the directory of New York State certified SDVOBs found at the following internet address: <https://online.ogs.ny.gov/SDVOB/search>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by SDVOBs on the project.

- b) If NYS-certified SDVOB firms are utilized in the grant, Recipient is to provide a Utilization Plan to report on expected utilization ([Form OCSD-4](#)).
- c) Recipient is then required to submit a periodic SDVOB Compliance and Payment Report to OCSD by the 10th day following each end of month, for construction contracts in excess of \$100,000, or quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. For additional information regarding this process, please contact OCSD. Compliance and payment reports may also be completed manually ([Form OCSD-6](#)) and submitted to the assigned OCSD Project Manager.

"Good Faith Efforts" is the standard applied to the SDVOB participation requirement in all applicable ESD incentives. As SDVOB utilization is encouraged, rather than required, for this project, Recipients are encouraged to adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include SDVOB participation in all categories where SDVOB participation potential exists. For additional details regarding Good Faith Efforts, please review section [252.2\(m\) of NYCRR 9 \(SDVOB Rules and Regulations\)](#), found at: <https://ogs.ny.gov/Veterans/>

Any questions relating to the SDVOB requirements stated herein may be directed to ESD's Office of Contractor and Supplier Diversity at OCSD@esd.ny.gov or to the assigned OCSD Project Manager.

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

Local Law No. 2A of the year 2019.

Introduced by Councilor Armstrong on February 28, 2019 at a Regular Meeting of the Common Council.

Public Hearing to be held on Thursday, March 14, 2019 at 5:00pm in the Council Chambers, 41 City Hall Place, Plattsburgh, NY 12901.

A local law renaming, amending and restating in its entirety Chapter 241, Section 5 of the City Code of the City of Plattsburgh.

Be it enacted by the Common Council of the City of Plattsburgh as follows:

§ 241-5 REGULATING THE USE OF TOBACCO PRODUCTS UPON PUBLIC PROPERTY

1. **Definitions.** The term "Public Property" means public buildings and adjacent grounds, streets, sidewalks, parks, and other publicly owned property, including vehicles owned by the City of Plattsburgh.

The term "Tobacco Product" means cigarette, cigar, pipe tobacco, snuff, chewing tobacco, electronic nicotine delivery system (e-cigarettes, vaping, hookahs) in which tobacco or electronically delivered nicotine is the main ingredient that are intended for human consumption or use.
2. It shall be a violation for any person, including any person under the age of eighteen years, to use a tobacco product or electronic nicotine delivery system (e-cigarettes, vaping, hookahs) on public property.
3. Each instance of Smoking or Tobacco Product use in violation of this Law shall constitute a separate violation. An offense may be prosecuted by the issuance of an appearance ticket under §150.20 of the Criminal Procedure Law.

4. A violation of any provision of this Local Law shall constitute a violation, and upon conviction thereof, subject the violator to a fine not to exceed One Hundred Dollars (\$100).

5. Any peace officer or code enforcement official may enforce this Law. For the purpose of this Local Law, the term "enforcement officer" shall mean a police officer or code enforcement official.

This Local Law shall take effect upon approval by the Mayor and filing with the New York State Secretary of State.

LOCAL LAW P-3 OF 2019

Introduced by Councilor Moore on February 28, 2019 at a Regular Meeting of the Common Council.

Public Hearing to be held on Thursday, March 14, 2019 at 5:01pm in the Council Chambers, 41 City Hall Place, Plattsburgh, NY 12901.

Amending, Re-Naming and Re-Stating Chapter 206 "Noise" of the City Code of the City of Plattsburgh.

A local law amending, re-naming and re-stating in its entirety Chapter 206 "Noise" of the City Code of the City of Plattsburgh.

Be it enacted by the Common Council of the City of Plattsburgh as follows:

1. Chapter 206 "Noise" of the City Code of the City of Plattsburgh, including sections 206-1, 206-2, 206-3, 206-4, 206-5, 206-6 and 206-7 will be amended, re-named and restated in its entirety, to read as follows:

Chapter 206 "Noise Control Law"

§ 206-1 Purpose/Definitions

A. Purpose.

The proliferation of unreasonably loud, disturbing and unnecessary noises in the City of Plattsburgh of such character, intensity, duration or repetition as to be detrimental to the life, health or safety of any individual or of the public has reached such proportions that the City of Plattsburgh, to preserve, protect and promote the public health, safety and welfare, has enacted a Noise Control Local Law which, pursuant to the standards hereinafter set forth, shall delineate permitted noise levels within the City of Plattsburgh.

B. Definitions.

For the purposes of this local law, the terms used herein shall be defined as follows:

COMMERCIAL DISTRICT

Those areas designated B-1, B-2, C, and RC under Chapter 270 of the City Code of the City of Plattsburgh.

COMMERCIAL BUILDING

Any structure located within a Commercial District.

DECIBEL

A unit for measuring the volume of sound.

EMERGENCY WORK

Work or activity that is necessary to prevent or recover from an emergency, including but not limited to work to repair electric, gas, water, sewerage and telephone services.

INDUSTRIAL DISTRICT

Those areas designated I under Chapter 270 of the City Code of the City of Plattsburgh.

LESSEE

The person who has a right to occupy the real property of another owner for a period of at least 30 consecutive days.

MULTIPLE RESIDENCE

A building containing two or more dwelling units, including a duplex, townhouse, condominium, apartment, or triplex.

OWNER

The person or entity who has record title to a parcel of real estate.

PERSON

Any individual, association, corporation, or partnership.

PUBLIC PLACE

Any highway, street, sidewalk, park, parking lot, or other City-owned public property or building.

RECREATIONAL VEHICLE

Any vehicle which is propelled by any power other than muscular power that is designated for or capable of cross-country travel, such as a motorcycle, trail bike or minibike.

RESIDENTIAL DISTRICT

Those areas designated R-1, R-2, and RH under Chapter 270 of the City Code of the City of Plattsburgh.

SOUND-LEVEL METER

An instrument, including a microphone, an amplifier, an output meter and frequency-weighting network for the measurement of sound levels.

UNREASONABLE NOISE

Any excessive, unreasonable or unusually loud sound or any sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a person or which causes injury to animal life or damages to property or business. Standards to be considered in determining whether unreasonable noise exists in a given situation include, but are not limited to, the following:

- A. The intensity of noise.
- B. Whether the nature of the noise is usual or unusual.
- C. Whether the origin of the noise is natural or unnatural.

- D. The volume and intensity of the background noise, if any.
- E. The proximity of the noise to sleeping facilities.
- F. The nature and the character of the neighborhood in which the noise is heard.
- G. The time of day or night in which the noise occurs.
- H. The duration of the noise.
- I. Whether the noise is continual or of a periodic or impulsive character.
- J. Any sound in excess of the "Maximum Permitted Sound Levels" set forth in this Chapter as observed from the property line of the source thereof, or the source of the noise where there are more than one occupant or use on a particular property, will be deemed presumptive evidence of unreasonable noise.

§ 206-2 Persons Liable

The following persons shall be held liable for a violation of this local law:

- A. The person making the noise or operating the equipment or device making the noise; or
- B. The owner or lessee of the premises which is the source of the noise.
- C. It shall be an affirmative defense to liability hereunder, if a person who has not caused the unreasonable noise reports the suspected violation to the enforcement officer prior to the enforcement officer arriving in response to a complaint to investigate a suspected noise violation.

§ 206-3 Prohibited Acts Enumerated

The following acts, and the causing thereof, are declared to be in violation of this chapter, but any enumeration herein shall not be deemed to be exclusive:

- A. The operation of or the permitting of the operation of a radio, television set, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound which is plainly audible at the boundary of a nearby residential property, or which otherwise creates unreasonable noise at the adjoining property line or, in the case of a multiple residence, within the adjoining or adjacent apartment.
- B. The projection of sound by an electronic device, musical instrument or otherwise, directly onto the public way, for any purpose whatsoever so as to create unreasonable noise. Nothing contained herein shall be construed as prohibiting the normal emanation of sound from a vehicle playing a car radio or similar device or the normal emanation of sound from the demonstration or use of a musical instrument within a private residence; provided, however, that there is no unreasonable noise therefrom at a distance of 50 feet or more from said vehicle or property.
- C. Operating or permitting the operation of any tool or equipment used in construction, drilling or demolition work, including excavation and the alteration or repair of any building between the hours of

9:00 p.m. and 7:00 a.m. so as to create unreasonable noise except in the case of an emergency or the interests of public safety.

D. The operation of an appliance, including but not limited to a pump, fan, exhaust fan, air-conditioning device or similar mechanical device between the hours of 9:00 p.m. and 7:00 a.m. so as to create unreasonable noise at the adjoining property line or, in the case of a multiple residence, within the adjoining or adjacent apartment.

E. The loading or unloading of any vehicle or in the opening and destruction of bales, boxes, crates and containers in such a manner as to create unreasonable noise at the adjoining property line or, in the case of multiple residence, within the adjoining or adjacent apartment.

F. The use of any drum, loud speaker or other instrument or device for the purposes of attracting attention to any performance, show or sale or display of merchandise by the creation of unreasonable noise.

G. The use of any automobile, motorcycle, truck, recreational vehicle or other vehicle so out of repair or loaded in such a manner as to create unreasonable noise by operating, accelerating, grating, grinding, rattling or other noise.

H. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, recreation vehicle, or any other motor vehicle unless equipped with a muffler or other device in good order and in constant operation which will prevent unreasonable noise from being emitted therefrom.

M. The sounding of a horn or signal device on any automobile, motorcycle, bus or other vehicle so as to create unreasonable noise, except as a warning signal pursuant to the provisions of the motor vehicle laws of the State of New York.

N. The use or operation of any sound-producing device in any public place in such a manner as to create unreasonable noise to any person other than the operator of the device.

O. The harboring of any animal, including a bird, which animal, whether by its barking, growling, howling, squawking, scratching or otherwise, creates unreasonable noise at the adjoining property line or, in the case of a multiple residence, within the adjoining or adjacent apartment.

P. To intentionally make, or cause to make, any other unreasonable noise or sound, as heard from the source of the noise, or the property line thereof, that annoys, disturbs, injures or endangers the comfort, repose, health, safety or welfare of another person. For purposes of this local law, any sound in excess of the "Maximum Permitted Sound Levels" set forth in this will be deemed presumptive evidence of unreasonable noise.

§ 206-4 Exemptions

The following sounds shall not be deemed to be in violation of this chapter:

A. Sounds created by church bells or chimes.

B. Sounds created by any government agency by the use of public warning devices.

C. Sounds created by public utilities in carrying out the operations of their franchise.

D. Sounds connected with sporting events of any public or private school or authorized carnival, fair, exhibition or parade authorized by permit of the Common Council.

E. The sounds created by crop cultivation, production, and harvesting.

F. Sounds created by safety and protective devices.

G. The use of snow removal equipment at any time.

H. Non-commercial public speaking and public assembly activities conducted in a public place.

§ 206-5 Method of Measurement/Maximum Permitted Sound Levels

(a) Method of measurement.

(1) Scale. All noise measurements shall be measured in decibel units of the frequency weighted sound level (dB(A)), in accordance with American National Standards Institute specifications for sound level meters based on standard IEC651 type 2 or ANSI S1.4 type 2.

(2) Point of measurement. Sound level measurements for industrial uses shall be taken at the property line of each use. Sound level measurements for commercial and residential uses shall be taken at the property line of each use but in the case of multiple residence or businesses, sound level measurements within the adjoining or adjacent apartment or business.

(b) Maximum permitted sound levels.

(1) Sound levels. The table below displays the maximum permitted sound levels arising by human activity in specific zoning districts, taken at the point of measurement set forth in (2) above:

Daytime: 7:00 a.m.-- 9:00 p.m.

Industrial	Commercial	Residential	City Street (distance of 50')
80 dB(A)	70 dB(A)	60 dB(A)	90 dB(A) truck>10,000 lbs GVWR 85 dB(A) motorcycle 80 db(A) car

Nighttime: 9:00 p.m.-- 7:00 a.m.

75 dB(A)	65 dB(A)	55 dB(A)	85 dB(A) truck>10,000 lbs GVWR 80 dB(A) motorcycle 75 db(A) car
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(c) Maximum permitted sound levels may be adjusted subject to the following conditions:

(1) The permitted sound level may be exceeded by five dB(A) for a cumulative period of not more than 30 minutes of a given hour during daytime hours.

(2) The permitted sound level may be exceeded by ten dB(A) for more than 15 minutes of a given hour during daytime hours.

§ 206-6 Penalties for Offense

Any person violating any provision of this Chapter law shall have committed an offense and shall be subject to a fine of not less than \$250. Persons committing a second offense within twelve (12) months of the date of the prior conviction shall be subject to a fine of \$500. A separate offense shall be deemed committed on each day during which the violation occurs.

§ 206-7 Enforcement.

This chapter may be enforced by any code enforcement officer or building inspector employed by the City of Plattsburgh and the procedures will mirror that of a code violation. This local law may also be enforced by any police officer. The building inspector's office may compel an applicant for a building permit or certificate of occupancy to document, stipulate, or substantiate that the proposed use will and is capable of complying with the applicable performance standards.

2. This Local Law shall take effect upon approval by the Mayor and filing with the New York State Secretary of State.



Plattsburgh, New York

Kristofer Gushlaw, PO
Chief Plant Operator

Water Resource Recovery Facility
53 Green Street
Plattsburgh, NY 12901
518-563-7172

March 12, 2019

Mayor Colin Read
And Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**RE: BID AWARD RECOMMENDATION
LIQUID ALUM FOR THE WRRF
CONTRACT #2019-02**

Dear Mayor Read and Councilors:

On March 12, 2019 at 11:00 AM, five bids were publicly opened for Contract #2019-02: Liquid Alum for the WRRF. Liquid Alum is used to remove phosphorus from the plant's effluent water.

The length of the contract is for a one-year term beginning on March 15, 2019. The contract stipulates that the contract may be extended for one additional year, up to two years upon mutual agreement between the City and supplier.

The low bid came in at \$458.00/dry ton from Chemtrade Chemicals U.S. LLC.

Following a review of the bids, we respectfully request the contract be awarded to Chemtrade Chemicals U.S. LLC., 90 East Halsey Road, Parsippany, NJ 07054 for the amount of \$458.00/dry ton or an estimated sum of \$22,213.00 total for an average annual usage of 48.5 drytons.

The bid tabulation sheet is attached for your convenience.

Best Regards,

Kristofer Gushlaw, PO
Chief WPCP Operator

Cc: J. Ruff

File: Bids and Contracts/2019

CITY OF PLATTSBURGH

BID TITLE: Liquid Alum WRRF Contract 2019-02

BID OPENING DATE: 3/12/19 11:00am

NAME & ADDRESS OF BIDDERS	AMOUNT OF BID	NCBC	SECURITY
USAILCO 2601 Cannery Avenue, Baltimore MD 21246	No Bid	—	—
Holland & Company, 153 Holland Ave, Baltimore MD	\$ 25,834.98	✓	N/A
Kovach Wash Solutions 4321 West 6th St, Annapolis, KY 41004	No Bid	Just an request to qualify	N/A
Shank Chemical Co. 445 So. Westcott, Westbury NY	35,356.50	✓	N/A
Chem Trade 90 East Halsey Road, Parsippany NJ	29,213.00	✓	N/A



Plattsburgh, New York

Kristofer Gushlaw, PO
Chief Plant Operator

Water Resource Recovery Facility
53 Green Street
Plattsburgh, NY 12901
518-563-7172

March 12, 2019

**RE: CONTRACT EXTENSION
SODIUM THIOSULFATE FOR THE WRRF
CONTRACT #2017-16**

Dear Mayor Read and Councilors:

On December 11, 2018, Thatcher Chemical, who currently holds Contract #2017-16: Sodium Thiosulfate for the WRRF were asked if they would like to extend their current contract for one year. Sodium Thiosulfate is used at the Water Resource Recovery Facility (WRRF) for the removal of sodium hypochlorite (bleach) from the plant's effluent water during disinfection season.

The length of the contract extension is for a one-year term beginning on April 1, 2019. The contract stipulates that the contract may be extended for one additional year upon mutual agreement between the City and supplier. This is the first extension out of the two available.

The WRRF's estimated use is 38,800 gal/yr. The unit price is set at \$1.84/gallon, making the estimated sum \$71,392 for 2019. The WRRF has budgeted for this amount.

We respectfully request that the contract be extended for one year with Thatcher Company of NY, P.O. Box 27407, Salt Lake City, UT 84127 for the estimated sum of \$71,392 for the WRRF. The correspondence is attached for your convenience. Note that we do not order less than 4,500 gallons, so the price remains at \$1.84/gallon.

Best Regards,

Kristofer Gushlaw, PO
Chief WPCP Operator

cc: J. Ruff

File: Bids and Contracts/2019

Subject: RE: City of Plattsburgh- CONTRACT EXTENSION- Sodium Thiosulfate 30%
From: Steve Horrocks <Steve.Horrocks@tchem.com>
Date: 12/13/2018, 6:13 PM
To: "gushlawk@cityofplattsburgh-ny.gov" <gushlawk@cityofplattsburgh-ny.gov>

Kris,

As per the attached letter, Thatcher Company of New York, Inc. wishes to extend the Sodium Thiosulfate contract for a twelve-month period beginning January 29, 2019 through January 28, 2020.

Please view the pricing adjustments we would like to propose for this renewal:

Chemical	Volume	Current Price	Renewal Price
Sodium Thiosulfate 30% (1900520)	4,500 gal +	\$1.84/gal	\$1.84/gal
	2,000 – 4,499 gal	\$1.84/gal	\$2.4778/gal

If you require pricing for quantities less than 2,000 gallons, please contact us.

Sincerely,

Steve Horrocks
Market Analyst
Thatcher Company of New York, Inc.
(800) 348-0034 ext. 1416
Steve.Horrocks@tchem.com

-----Original Message-----

From: Gushlaw, Kris <gushlawk@cityofplattsburgh-ny.gov>
Sent: Tuesday, December 11, 2018 7:28 AM
To: Craig Thatcher <Craig.Thatcher@tchem.com>; Wendy Richmond <Wendy.Richmond@tchem.com>
Subject: City of Plattsburgh- CONTRACT EXTENSION- Thio

Good morning,

I am requesting a 1-year contract extension for Sodium Thiosulfate for the City of Plattsburgh (Contract #2017-16). Please reply to this email address with an answer before Dec. 31, 2018 to honor the current contract for an additional year.

Thank you for your time.

Regards,

--

Kristofer Gushlaw, PO
Chief Plant Operator

City of Plattsburgh

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is by and between the **CITY OF PLATTSBURGH**, a New York municipal corporation located in Clinton County, New York (the "City") and **PRIME PLATTSBURGH, LLC**, a New York limited liability company with a place of business in Cohoes, New York ("Prime"), and is made and entered into as of the date of execution by the last party to execute this Agreement (the "Effective Date").

RECITALS

WHEREAS, Prime has the need to perform soil boring investigations, assessments, and related work activities upon the City's property known as the Durkee Street parking lot located at 22 Durkee Street and upon the City's property known as the old Highway Oil site located at 40 Bridge Street in the City of Plattsburgh (collectively, the "Premises"); and

WHEREAS, Prime must temporarily use, occupy, excavate, and travel over the property of the City in order to perform testing, investigations, assessments, and work; and

WHEREAS, City is willing to permit Prime to use City's property for these purposes subject to the conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Grant.

City, being the record owner of or having an interest in land situate in the City of Plattsburgh, fronting the streets or highways known as Durkee Street and Bridge Street which land is shown in Exhibit A, attached hereto and made part hereof, for and in consideration of the sum of one dollar (\$1.00) duly paid, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the performance of the covenants and agreements as herein set forth and expressed does hereby grant, remise, and relinquish to Prime, its successors and assigns the following:

- A) The right, privilege, authority and license to enter upon, travel over, and occupy the Premises for the purpose of performing soil borings, conducting sampling and evaluation of soil and groundwater including but not limited to, site investigation work. This right, privilege, authority and license is granted for the accommodation of Prime's employees, agents, contractors, and subcontractors, as well as construction and other equipment, vehicles, materials, tools, accessories and other necessary items required for the performance of such site investigation work on the Premises; and
- B) The right, privilege, authority, and license to use, as a means of entering onto and departing from the Premises, the present and existing roads and driveways located on the Premises leading to adjoining streets, avenues and highways for all of the purposes set forth herein.
- C) A minimum of seven (7) days telephone or email notification before entering property to exercise rights granted herein.

City warrants good title to the property and has all requisite authority and right to grant us this access license.

Section 2: Other Consideration.

As further consideration for the foregoing grant, the City and Prime agree as follows:

- A) As part of the use of the Premises herein, Prime shall provide to the City of the location of any soil boring sites that shall be mutually agreed to by the City and Prime.
- B) Within one (1) day following the conclusion of all investigations, assessments, testing, and work referred to above, Prime will use best efforts to be removed from the Premises all debris, surplus material, and equipment and restore the Premises to substantially its condition before the conduct of such investigations, assessments, testing, and work.
- C) Prime agrees that any fencing, equipment, and other materials to be used operated, installed, or situated on the Premises will be used, operated, installed, or situated so as not to interfere with the City's operations or City's access to the Premises. Any obstruction required for the performance of work on the Premises will be temporary only and will be removed by Prime as soon as practicable following the completion of the activity requiring such obstruction.
- D) In the event that lawns, fences, trees, driveways, or permanent buildings of the City are removed or damaged by Prime or its agents during the performance of the work, Prime will repair and restore same to a condition fully equal to that existing before construction operations were commenced.
- E) City hereby releases Prime, its officers, agents, employees, contractors, and subcontractors from any and all liability by reason of trespass upon the Premises.
- F) Prime agrees that it shall disclose to the City the results of any testing it performs on soil samples taken from the Premises. City acknowledges and agrees that Prime may disclose the results of any testing it performs on soil samples taken from the Premises to appropriate federal, state, local, and municipal environmental and/or health agencies as deemed necessary or prudent by Prime. Except as provided in the immediately preceding sentence and as otherwise required by law, Prime will maintain such results in confidence and will not otherwise disclose them to any third party without the City's prior written consent.

Section 3. Duration.

This Agreement will have a term of six (6) weeks commencing on the Effective Date, shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto.

Section 4. Indemnification.

Except as provided in Section 2(E) above, Prime agrees to indemnify, defend and hold City harmless from and against any and all liabilities, losses, costs, damages, punitive damages, expenses, and reasonable attorneys' fees which City may suffer or for which City may be held

liable by reason of damage to, or destruction of, any property arising out of or connected to the actions of Prime, its employees, agents, contractors, and/or subcontractors on the Premises, except to the extent that such damage or destruction is due to the act, omission, recklessness, or negligence of the City, or the City's officers, agents, employees, contractors, subcontractors, lessees, invitees, or licensees.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures.

CITY OF PLATTSBURGH

PRIME PLATTSBURGH, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**RESOLUTION BY THE CITY OF PLATTSBURGH COMMON
COUNCIL OUTLINING ACCEPTABLE TERMS FOR THE
RECONSTRUCTION AND CONVEYANCE OF TITLE FOR THE
SARANAC RIVER (aka WEBB ISLAND)
PEDESTRIAN FOOTBRIDGE BY THE
PLATTSBURGH CITY SCHOOL DISTRICT
March 14, 2019**

WHEREAS, the Plattsburgh City School District (“District”) is the title owner of a pedestrian footbridge (“Footbridge”) over the Saranac River running generally from Waterhouse Street on the east to George Angell Drive on the west, sometimes referred to as the “Webb Island Pedestrian Bridge”; and

WHEREAS, certain matters relating to the funding, development, construction, and maintenance of the Footbridge were the subject of an Agreement for Public Improvements between the City of Plattsburgh (“City”) and the District, made on and dated as of August 20, 1981; and

WHEREAS, in November of 2017, the City provided written notice to the District that the aforementioned 1981 Agreement is cancelled, null and void for the reasons set forth in that written notice; and

WHEREAS, the Footbridge has been and could remain a valuable public resource benefitting the residents of the City and students and staff who attend the District; and

WHEREAS, engineering reports completed in the fall of 2017 indicate that the Footbridge is in need of significant repairs in order to render it safe for pedestrian use and to extend its useful life; and

WHEREAS, based on the engineering reports, the District closed the Footbridge in approximately December of 2017 and the Footbridge has not been used or maintained since its closure by the District; and

WHEREAS, it is the wish and intent of the City and District to work cooperatively in order to preserve the continued availability of the Footbridge as a public and student resource; and

WHEREAS, the District must make a decision to demolish or repair the Footbridge; and

WHEREAS, the District must begin the necessary administrative actions so that work to repair or demolish can be accomplished as early as possible in the spring of 2019; and

WHEREAS, State Senator Little has secured up to \$400,000 in Dormitory Authority of the State of New York (DASNY) funding to support the District’s repair and/or reconstruction of the Footbridge, for which the parties are most grateful; and

WHEREAS, both parties recognize the urgency of applying the secured DASNY funding and to avoid any unnecessary delays in accessing these funds, and

WHEREAS, State Assemblyman Jones has secured \$50,000 in member-item appropriations to support the repair and/or maintenance of the Footbridge, for which the parties are most grateful, and

WHEREAS, the City and the District are willing to schedule a special meeting for the purpose of formalizing an agreement in accordance with terms outlined herein.

NOW, THEREFORE, WE, THE COMMON COUNCIL, CITY OF PLATTSBURGH, HEREBY MAKE THE FOLLOWING GOOD FAITH OFFER TO THE PLATTSBURGH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

I. DISTRICT REACQUISITION OF EASEMENT

The District received an Easement dated as of April 29, 1983 from the State of New York for the construction and maintenance of a portion of the Footbridge across the Saranac River at the southerly end of Webb Island. The express terms of the Easement stated that it was granted for a term of 25 years and that in the event of non-use or a lack of maintenance for over a one year period, the Easement shall be automatically extinguished. Since more than 25 years have passed, and in light of the non-use and lack of maintenance since December of 2017, the Easement has been extinguished. As a condition precedent to Section III “Transfer of Ownership” the District shall, at no cost to the City of Plattsburgh, reacquire an Easement of similar description from the State of New York with the intention of assigning that reacquired Easement to the City.

II. FOOTBRIDGE REPAIRS BY DISTRICT

The Plattsburgh City School District shall, at **no cost to the City of Plattsburgh**, retain appropriate contractor(s) to perform and complete such repairs to the Footbridge as may be necessary to remediate the conditions identified in the inspections and reports prepared by MJ Engineering and Land Surveying, P.C., and BCA Architects and Engineers in September, 2017 and November, 2017, respectively. In the event that the Footbridge has further deteriorated since the fall of 2017, the District shall perform and complete such other necessary repairs. Upon the completion of such necessary repairs, the District shall provide a written certification to the City from its contractors and engineers. The City reserves the right to obtain additional engineering reports upon receipt of the written certification from the District in order to evaluate the useful life expectancy for the Footbridge. In the event the engineering reports fail to certify a probable useful life expectancy of at least ___ years, or other material defects are described therein, the City reserves the right to refuse to accept the “Transfer of Ownership” of the Footbridge as described in Section III.

The District's willingness to perform and complete the repairs specified in this section is subject to the District receiving funding through Dormitory Authority of the State of New York ("DASNY") in an amount of up to \$400,000 to be applied toward the cost of repairs. If either (a) DASNY funding is not available to be applied toward the cost of repairs, or (b) the cost of repairs exceeds the amount of any available DASNY funding, this Offer shall be null and void and the District and City shall have no further obligations hereunder.

II. TRANSFER OF OWNERSHIP

A. Within ninety (90) days of the District providing written certification of the necessary repairs specified in Section II above, and in the event the City does not exercise its right to refuse transfer of ownership based on an identified material defect or deficient useful life, the District shall convey to the City, and the City shall accept, all of the District's right, title, and interest in the Footbridge and underlying real property. **The City shall not make any payment** to the District as consideration for this conveyance.

B. Such conveyance from the Plattsburgh City School District to the City of Plattsburgh shall include the transfer and/or assignment from the District to the City of the following interests: (a) the District's interest in a lot located on Waterhouse Street, being the same property conveyed to the District via Deed executed by Dorothy (Delisle) Farber dated December 15, 1982; (b) the District's interest in a Permit for Access dated March 25, 1983 and executed by John W. Delisle, Jr.; and (c) the District's interest in an Easement dated as of April 29, 1983 and granted by the State of New York, or any re-acquired easement as described in Section I, above. The District shall provide an abstract of title for these parcels and easements demonstrating no encumbrances, liens or other clouds on title and that any such easements remain valid. The District shall prepare the conveyance documents (i.e. deeds, TP-584; RP-5217).

C. Such conveyance from the District to the City shall also include an assignment to the City of the District's rights and obligations under a certain Bridge Crossing License Agreement entered into between the District and New York State Electric & Gas Corporation dated as of August 22, 1996, inclusive of any possible amendments.

D. The District and City shall mutually cooperate in the preparation and execution of all documents as may be necessary to effectuate the foregoing conveyances. The District shall be responsible for payment of any abstract/title costs and transfer taxes for the parcels described in Section III.B. The City shall be responsible for payment of any recording fees.

E. Upon completion of the conveyance of all of the District's right, title, and interest in the Footbridge, the **District shall pay to the City of Plattsburgh the sum of \$62,500**, in consideration of the City's assumption of responsibility to maintain the Footbridge and/or demolish the Footbridge in the future. Notwithstanding the foregoing, such funds may be used and applied by the City for any purpose within the City's sole discretion. This \$62,500 payment from the District to the City, which primarily is to be

secured via a member item grant through Assemblyman Billy Jones, shall be made within sixty (60) days of the City's recording of the conveyance documents.

F. The City acknowledges that the District's performance of the repairs specified in Section II will be undertaken in express reliance on the City's agreement to accept title to the Footbridge upon completion of the repairs and satisfactory engineer's certification. As noted above, in the event the engineering reports fail to certify a probable useful life expectancy of at least ___ years, or other material defects are described therein, the City reserves the right to refuse to accept the "Transfer of Ownership" of the Footbridge.

G. Following the conveyance of the Footbridge to the City as provided herein, and upon receipt of the \$62,500 payment, the City will be the fee owner of the Footbridge and will have no further obligation to the District. Following the conveyance, any and all decisions regarding the use, operation, maintenance or demolition of the Footbridge will remain within the sole discretion of the City.

H. Following the conveyance of the Footbridge, notwithstanding the absence of any continued obligation amongst the parties, the District and the City recognize that they are both members of the same community and will use their best efforts to maintain open lines of communication and act with goodwill with respect to the Footbridge.



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-536-7519

ruffj@cityofplattsburgh-ny.gov

January 24, 2019

To: Mayor Read and Members
Of the Common Council

Fr: Jonathan Ruff

Re: 2019 AWWA Conference

The 2019 American Water Works Association (AWWA) Conference will be held in Saratoga from April 16, 2019 through April 18, 2019.

The conference agenda includes topics on:

- Water Quality – UCMR4, Lead and Copper, Legionella and operational issues.
- Public Affairs and Building Community Support
- Groundwater and Surface Water Issues

All of these topics are relevant to recent and present issues we are confronting. The sessions will also provide Professional Development Hours for engineering licensing.

Perhaps an even more important reason for attending is to network with regulators and grant funding officials. While we have been successful in obtaining grants and no interest loans for wastewater projects, our drinking water grant applications have repeatedly fallen short of success. Hopefully attending this will provide some insight into how to make our applications more competitive.

It is respectfully requested that authorization be provided for me to attend. The estimated cost is \$950 as outlined on the attached spreadsheet.

Please contact me if you have any questions.

<u>Date</u>	<u>Room</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Fee</u>	<u>Travel/Misc</u>	<u>Total</u>
4/15/2019	160	10	15	25		200	240
4/16/2019	160	10	15	25	330	0	540
4/17/2019		10					170
Subtotal:	320	20	30	50	330	200	950
Total:						\$	950

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2019 New York's Water Event Conference at a Glance

Tuesday, April 16, 2019		Registration Open - 9:00 am Committee Meetings - 9:00 am - 12:00 pm	
Session 1: Opening Session with Keynote Address in the Saratoga Ballroom (1.5 W 0.0 WW 1.5 PE)			
1:00 - 2:30pm		Session 2: Water Treatment - Saratoga City Center Meeting Room 2A	
		Advanced Oxidation Process: On-Site Pilot System for Removal of 1,4 Dioxane	
2:45 - 3:15pm		NYS Dams: A Historical Perspective & A Regulatory Update	
3:15 - 3:45pm		Looking for Lessons: A History & Evolution of Dam Safety in the USA	
4:00 - 4:30pm		Ensuring Dam Safety is No Accident	
4:30 - 5:00pm		Otisco Lake Dam: 110 Years of Stability	
5:00 - 6:30pm			
6:30 - 8:00pm			
Exhibit Hall Opens			
Scholarship and Awards Reception in the Saratoga Ballroom			
Wednesday, April 17, 2019		Registration Open - 6:00 am Exhibit Hall - 9:30 am - 6:30 pm	
7:30 - 9:15am			
Awards Breakfast Session 4: NYSDOH / USDA RD Regulatory Updates in the Saratoga Ballroom (1.0 W 0.0 WW 1.0 PE)			
9:30 - 10:00am		Session 5: Operations Saratoga City Center Meeting Room 2A	
		AWWA & USDA Rural Water Initiatives	
10:00 - 10:30am		Management of Bulk Chemical Receipt & Safe Storage	
10:30 - 11:00am		Vertical Turbine Pump Repair	
11:00 - 11:30am		Building a GIS One Table at a Time	
11:30am - Noon			
Lunch in the Exhibit Hall - Hydrant Hysteria Preliminaries and Best Tasting Water - People's Choice			
Noon - 1:30pm		Session 6: Operators Track Saratoga City Center Meeting Room 2B	
		Chlorine, Noise, Bloodborne Pathogens: Hazards, Protection and Prevention	
1:30 - 2:00pm		Tour of Ross Valve	
2:00 - 2:30pm		Tour of Ross Valve Continued	
2:30 - 3:00pm		Water Quality Issues Facing SUEZ Contract Operations & Ways to Resolve Them	
3:00 - 3:30pm		Legionella Monitoring in NYC's Water Distribution System	
3:30 - 4:00pm			
Session 7: Water Quality Broadway 2 - 4			
		UCMRA: What are we Seeing & What are the Issues	
		EPA Lead & Copper Rule Reviews: City of Amsterdam Lessons Learned	
4:00 - 6:30 pm			
Session 8: Public Affairs / Communications Saratoga City Center Meeting Room 2A			
4:30 - 5:00pm		What is Your Story? Communicating to Build Community Support: Part 1	
5:00 - 5:30pm		What is Your Story? Communicating to Build Community Support: Part 2	
5:30 - 6:00pm			
Session 9: Operators Track			
6:00 - 6:30pm		Top Ops: Room - Alabama/Travels	
6:30 - 7:00pm		Hands on Jar Testing: Room - Saratoga Ballroom	
7:00 - 8:00pm			
Session 10: Distribution/Storage Saratoga City Center Meeting Room 2B Saratoga Ballroom 3			
		Pipe Thickness Design & Its Impact on Life Cycle Cost	
		Surge Modeling as an Integrated Design Approach for Water Conveyance	
		Someone is Swimming in Your Tank...How Safe are They and YOU???	
		Mobile Technology for Hydrant Inspections	
8:00 - 9:30pm			
Contests: Meter Madness, Hydrant Hysteria - Finals & Best Tasting Water Results Announced Reception in Exhibit Hall			
Thursday, April 18, 2019		Registration Open - 8:00 am Exhibit Hall - 8:00 am - 12:00 pm	
8:00 - 9:30am			
Breakfast in the Exhibit Hall			
9:30 - 10:00am		Session 11: Young Water Professionals - Saratoga City Center Meeting Room 2A	
		Data Evolution: Building a Budget Friendly GIS from Historical Data	
10:00 - 10:30am		City of Syracuse Zebra Mussel Control System	
10:30 - 11:00am			
Session 12: Groundwater & Surface Water Issues - Saratoga City Center Meeting Room 2B			
		Water Well Asset Management: Driving Down Life Cycle Costs with Well Maintenance	
		Small Systems - Big Problems	
11:00 - 11:30am			
Review of Transient Modeling Design Considerations			
Asset Data Collection Through Technological Innovation			
11:30am - Noon		A Decision Support Tool for Optimizing Ground Water Withdrawals	
		Overcoming Numerous Challenges to Achieve a Reliable Water Supply	

PROPOSED SCOPE OF SERVICES
March 13, 2019

Test Well Installation, Preliminary Yield & Water Quality Analyses

Test Well Installation - HSA will install six-inch diameter test wells at sites approved by the City. For wells exhibiting sufficient productivity potential, we will conduct brief yield tests to assess the production capacity that could be expected were a properly designed, larger diameter well to be constructed at a particular site, and collect preliminary water quality samples to evaluate if basic water quality parameters are acceptable. The results would be used to identify optimal locations for developing production well sources, and to design specifications for large-diameter wells to be used for production purposes. The test wells would also be used to satisfy the NYSDEC's requirements of at least three monitoring wells.

HSA would prepare drilling quotation specifications, solicit quotations, select appropriate drilling services, and contract a qualified, New York State-licensed well drilling services firm. HSA has worked with many well drillers in New York State and elsewhere. We have experience with the full range of drill technologies that are available for drilling water wells, and experience in dealing with various challenges that may be expected during drilling given the local hydrogeologic setting and type of aquifer targeted for development. HSA works with qualified drill contractors and makes recommendations as to equipment that is appropriate for the conditions expected at test well locations.

During test well drilling, an HSA hydrogeologist will be on site to log the well and consult with the driller as necessary. HSA will collect overburden samples as drilling proceeds, record information that is critical in evaluating the well and site conditions, and document the various hydrogeologic information required by the New York State regulatory agencies for future approvals. We will record the variation of geology with depth, noting the depth and nature of water-bearing zones, and accurately measure aquifer/well water production rates. We will also make field measurements of various water quality parameters and how they may vary with depth so that we can identify zones that may yield poor water quality and take corrective action where possible.

In depth intervals where sufficiently productive (water-bearing) sediments are encountered, a pre-designed well screen will be installed. The screened interval will be briefly developed by surging and purging the well with blasts of



Installation of an HSA-sited test well

compressed air, the purpose being to remove as much fine-grained material as possible from the aquifer region immediately surrounding the screen so that water can move efficiently from the aquifer through the screen and into the well. Developing the well adequately before it is tested insures that pumping test results accurately reflect the true productivity of the aquifer.

For each test well, we assume six-inch diameter drilling; steel well casing; installation of up to a 10-foot section of temporary, stock test well screen and retraction of casing to expose screen to the aquifer; up to 150 feet average total depth per test well; one to two hours of airlift well development; and completion as a monitoring well, if warranted, to satisfy State observation well requirements (explained below).

Note that the specific costs for test well drilling will depend upon site-dictated parameters such as total well depth, thickness of overburden/ length of casing required, screening parameters, etc., which cannot be precisely determined until wells are drilled. Based on the local geologic conditions, we expect that wells may be installed to depths of up to 200 or more feet, although it is possible that some wells may be shallower. If so, the cost savings would be passed on to the City accordingly.

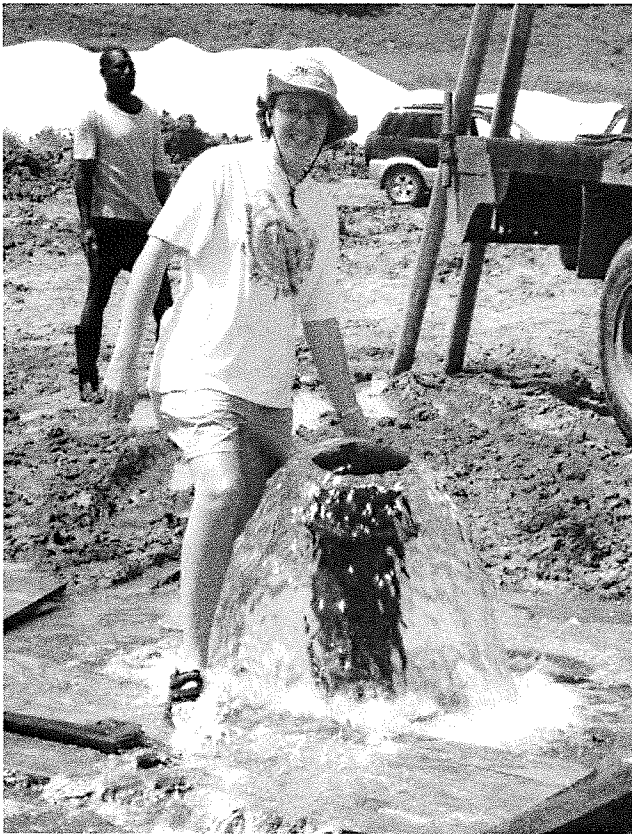
Due to the expected depth, and the fact that the local surficial geologic deposits include coarse sand and gravel that may likely possess numerous cobbles and/or boulders, we propose using the dual-rotary drilling method to install wells. This is the preferred method to use given the relatively challenging conditions, but also due to the high-quality of the formation samples produced while drilling in comparison to other drilling methods. Such samples are critical to properly assess and design a successful production well. As explained in more detail below, the dual-rotary method also does not require the introduction of drilling mud into the aquifer, and therefore eliminates the various problems, such as increased well development costs and reduced aquifer and well yields, drilling mud can cause.

The value of the dual rotary method is that, unlike cable-tool or conventional open-hole, air/mud rotary methods used to install most domestic wells, it permits great depth-specific accuracy of sediment sampling and water volume. Dual rotary well drilling rigs have two independent drives. One of the drives is identical to the tophead drive seen on a conventional water well drill rig. That primary drive advances an air-actuated percussion hammer and bit suspended from a length of drill pipe (generally in 20-foot lengths). The secondary drive uses a set of jaws to clamp on to a length of casing pipe. A ring bit studded with carbide buttons is welded to the bottom of the casing. The secondary drive rotates or spins the casing as it exerts downward pressure on it, driving (advancing) the casing into the ground. The primary drive advances the drill string and percussion hammer, which are telescoped inside the casing being driven by the secondary drive. The primary and secondary drives move vertically on the mast independently of each other, which means that the driller has independent control of the depth of the percussion bit and the bottom of the casing. Water and sediment samples are ejected at the surface through a cyclone attached to the side of the drill rig.

An important value of the dual rotary method is that, unlike cable-tool or conventional open-hole, air/mud rotary methods used to install most residential or bedrock wells, it permits great depth-specific accuracy of sediment sampling and water volume. The depth from which a sediment sample is derived is known accurately; there is little risk that a sample produced when

drilling at a particular depth has been adulterated with sediment originating from a shallower depth, because shallower depths have been cased off. With this method, one can better identify and evaluate the intervals that have the greatest yield potential, and thus design and construct a better, more productive well.

Because the casing is advanced as the borehole is drilled, there is also no need to circulate a mud slurry to keep the borehole walls from collapsing during drilling. Mud slurries plug the open pore space within an aquifer, impeding groundwater flow through the sediments, and thus often severely reduce aquifer productivity. In addition, geologic (soil) samples collected from wells drilled using the mud rotary method do not provide sufficient information for properly evaluating aquifer properties needed to make accurate decisions regarding proper well design.



HSA-sited and developed well exhibiting >450 gpm of natural artesian flow that has now continued unabated for over 15 years.

and greater ability in dealing with drilling problems encountered in environments where completion of a well can be quite challenging. This could be especially important in the deeply buried, coarse-grained glacial sediments of the Plattsburgh area, as the local gravel deposits likely contain a good proportion of cobbles and boulders. These types of sediments, especially at the depths they appear to occur here, usually cannot be successfully penetrated with conventional small-diameter, drive-and-wash/split-spoon sampling type methods, and reports of early “refusal” when encountering a boulder (when the aquifer lies beneath), and abandonment of what

Similarly, when using the dual rotary method, the volume of water ejected from the cyclone at any depth is representative of the productivity of the aquifer at that particular depth, since shallower productive zones are blocked by the casing. Such depth-discrete water production evaluations are impossible with other drilling methods, yet they are critical in evaluating the yield potential of a site, and in determining how to best design a production well that maximizes the yield based on that site's particular stratigraphy. The dual-rotary drilling method also makes it possible to assess changes in water quality with depth. We can collect water samples at each successively deeper productive interval as drilling proceeds, and analyze them for key water quality parameters that can be measured in the field. If poor quality water is encountered in a particular aquifer layer, it may be possible to exclude that layer in the final production well design.

Another important advantage is that the dual-rotary method offers more flexibility

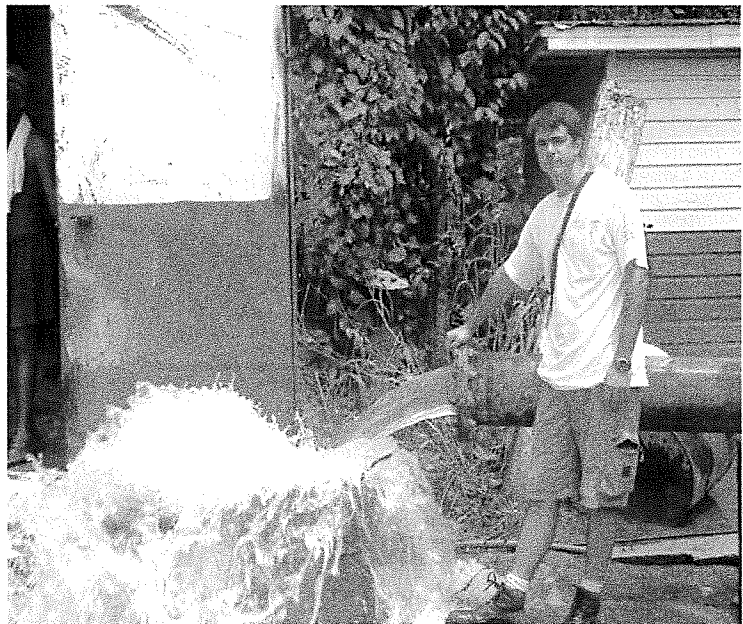
could be a highly productive site are not uncommon. Use of the dual-rotary method prevents this from happening.

In depth intervals where sufficiently productive (water-bearing) sediments are encountered, a pre-designed well screen will be installed. The screened interval will be briefly developed by surging and purging the well with blasts of compressed air, the purpose being to remove as much fine-grained material as possible from the aquifer region immediately surrounding the screen, so that water can move as efficiently as possible from the aquifer through the screen and into the well. Developing the well adequately before it is tested insures that pumping test results accurately reflect the true productivity of the aquifer.

Note: Wells being permitted as production sources under the New York State Department of Health (NYSDOH) and New York State Department of Environmental Conservation (NYSDEC) regulations governing public water supplies must be //subjected to a 72-hour constant rate pumping test. The agencies require that water levels during the test be monitored in the pumping well and in at least three other aquifer monitoring points close enough to show an impact from the pumping. The resultant information is to be used in the hydrogeologic analyses required as part of the approval process for new screened wells proposed for production. Generally, test wells constructed during the test drilling phase are used for this purpose, so the test wells usually have a value beyond that of identifying productive aquifers and optimum production well sites. They also save costs by eliminating the need to install monitoring wells later in the project.

Preliminary Yield and Water Quality Analyses -

A brief, preliminary pumping test will be performed on sufficiently productive test wells. A temporary submersible pump will be installed in each well to be tested, and a pumping test lasting as long as four to eight hours will be conducted, followed immediately by monitoring of an equivalent period of aquifer recovery to confirm that the aquifer recharges at a sufficient rate to further assure that the extraction rate sought is sustainable. The purpose of the test will be to gather the information needed to estimate the yield that might be available were a fully custom-designed, larger-diameter well to be constructed at that particular site, and to get preliminary confirmation that the aquifer at that site can support withdrawal of groundwater at a rate that makes it justifiable for the City to develop, connect and use the new groundwater source.



HSA Project Manager Supervises Pumping Test of 1,100 gpm Well

Water quality samples will also be collected. These will be analyzed for key parameters including various metals (e.g., iron, manganese, arsenic), physical parameters (i.e., hardness, turbidity, pH, total dissolved solids, etc.), inorganic constituents (nitrate, sulphate, fluoride, etc.), volatile organic compounds (VOC's), and radionuclides (gross alpha and uranium). These results will serve as a preliminary screen to determine if the water meets basic standards for potability.

Analyses, Progress Report & Recommendations for Proceeding with New Source Development -

A report will be prepared and submitted to the City summarizing the results of test well drilling and preliminary water quality testing. It will contain recommendations for proceeding with proposed large diameter well installation, construction and testing, including test well logs, preliminary water quality testing results, site maps and recommended preliminary large diameter well design and construction specifications.

PROBABLE COSTS

Test Well Installation & Testing (per well)	\$30,000 to \$60,000
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Note that the Test Well Installation & Testing cost will be contingent on geologic and site conditions, the actual well depth, and screening parameters required for each well that is installed.

HSA's Probable Costs include anticipated HSA labor and expenses to complete the work described, drilling subcontractors' costs for listed well drilling and testing activities, and laboratory fees and shipping costs for water quality sample analyses. The budget does not include any costs associated with land access acquisition or additional on-site meetings as may be requested by regulators, the City or others. Any additional efforts that are authorized or requested would be charged at additional time-and-expense.

We assume the City will be responsible for providing appropriate accessways to well sites for well drilling and testing equipment, and will make all arrangements and/or provisions necessary for HSA and its representatives and subcontractors to enter upon property as required to perform services.

The costs listed are in accordance with recent costs for similar work we are currently undertaking for other municipalities in the region. They are adjusted to reflect the added depth of sediments expected in the Plattsburgh area and include applicable New York State prevailing wage rates. All costs are subject to change based upon costs and/or quotations received at the time the work is conducted and/or if unexpected conditions and/or unforeseeable regulatory requirements are encountered.

Not all test wells may warrant yield and water quality testing. If so, these costs would be reduced, as appropriate.

Note that although we often succeed in reaching a client's yield target with the first few test wells drilled, experience has shown that, in project planning, it is wise to budget for the drilling of multiple wells, especially when the goal is to develop a substantial daily production rate. We recommend the City should plan on installing four to six test wells to identify and refine the best sites for developing production wells. The test wells would also be used to satisfy NYSDEC requirements of at least three monitoring wells around each production well (as described above).

Test and large diameter production wells in Plattsburgh are expected to be relatively deep based on the survey results we've seen thus far. While that is a good situation from a well productivity standpoint since deeper wells provide more available drawdown, and often a thicker aquifer layer allowing for a longer screen to be used (both of which translate to higher well yield), the greater well depth does increase the cost of well installation efforts.

Finally, we recommend that HSA or the City correspond with the NYSDOH and NYSDEC to review the proposed locations with them and obtain their comments regarding the sites we have identified for possible future public drinking water supply development.

ESTIMATED TIME TO COMPLETE

We are prepared to begin work immediately upon authorization to proceed. The total amount of time to complete the services described will depend on the amount of time needed for the City to secure access to private properties, providing drilling rig access to drill sites, budget appropriations, time required for laboratory analyses of water samples, inclement weather, etc.

CONTRACT

The undersigned hereby authorizes HydroSource Associates, Inc. (HSA) to conduct the work described herein, and agrees to compensate HydroSource Associates, Inc. for such services in accordance with the following terms and conditions.

CLIENT INFORMATION

Name: City of Plattsburgh, New York Phone: 518-536-7515
Address: 41 City Hall Place email: ruffj@cityofplattsburgh-ny.gov
Plattsburgh, NY 12901
Contact: Jonathan P. Ruff, P.E.

DESCRIPTION OF WORK TO BE PERFORMED: Test Well Installation; Preliminary Yield and Water Quality Analyses; Progress Report and Recommendations, as described in the attached Proposed Scope of Services dated March 13, 2019.

BUDGET AND CONTRACT TERMS: The probable cost for each test well the City authorizes is \$30,000 to \$60,000. This budget is a probable cost for all work described above. Invoices will be submitted periodically as work proceeds. If, as work proceeds, it is anticipated that this budget will be exceeded, HSA will notify Client's contact with a revised probable cost for Client's written approval.

HSA's payment terms are net 30 days. An interest charge of 1.5% per month (APR 18 percent) will be charged on all invoices outstanding more than 45 days unless a lower charge is required under applicable law, in which case the lower rate shall apply. HSA may cease its work under this contract until invoices outstanding more than 30 days are paid. In the event that HSA is required to make collection efforts or take legal action on seriously overdue payments, Client shall promptly reimburse HSA for administrative costs and collection costs, including reasonable attorneys' fees and expenses. HSA shall have the right to immediately terminate this Contract without further liability if Client fails to make timely payment or otherwise materially breaches this Contract.

This Contract, the attached Standard Terms and Conditions, and the proposed Scope of Services dated March 13, 2019, constitute the entire agreement between HSA and Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Contract, the total liability, in the aggregate, of HSA and HSA's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of HSA or HSA's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by HSA under this Contract.

AUTHORIZED CLIENT SIGNATURE

HYDROSOURCE ASSOCIATES INC.

Signature

Date

Signature

3/13/2019

Print Name and Title

Claude A. Cormier, President

Please return one signed original to HSA, POB 609, Ashland, NH 03217

STANDARD TERMS AND CONDITIONS
(attached to HSA's Contract with the City
of Plattsburgh, New York (Client), dated 3/13/2019
for Hydrogeologic Services for the City of Plattsburgh)

1. **Services.** HydroSource Associates, Inc. (HSA) will perform the services set forth in this Contract, and any amendments or change orders signed by both parties. Any request or direction from the Client that would require extra work or additional time for performance or would result in an increase in HSA's costs, including unanticipated meetings, will be billed to the Client at HSA's standard rates or otherwise proposed rates in effect at the time the additional services are requested.

2. **Standard of Care.** HSA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. Client will notify HSA with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and Client will give HSA a reasonable opportunity to inspect the property and to determine whether to correct any deficiencies in services or to provide Client with an explanation as to why HSA believes there has been no deficiency in services. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by HSA within one (1) year after HSA's completion of work hereunder. Client agrees that HSA's professional duties are limited to the scope of work set forth in HSA's proposal, and that Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose. Unless otherwise indicated in writing, HSA will be entitled to rely on documents and information Client provides and results of testing HSA or others may perform. Client agrees that HSA is allowed to rely on opinions it may form based on available documents, data and information and/or as a result of work that HSA may conduct according to regulatory standards in effect at the time the work is conducted. Client further acknowledges that natural, environmental, physical, geologic and geotechnical conditions can vary, that such conditions are subject to change, that such conditions and changes are often unforeseeable, and that the limitations of testing or available data may result in some level of risk and/or uncertainty with respect to the interpretation of these conditions, despite due professional care. HSA will not be held responsible for delays or failures to perform due to weather, labor disputes, natural disasters or other natural causes, politics or acts of God, force majeure, intervention by or inability to get approvals from public authorities, acts or omissions on Client's part or any other causes beyond HSA's reasonable control including, but not limited to potential changes in future productive capacity of wells or the quality of water they produce. Except as specifically set forth herein, HSA makes no warranties, either express or implied by HSA's proposals, oral or written communications, including emails and reports.

3. **Documents and Work Products.** All reports and other documents furnished to the Client pursuant to the Agreement and for which payment has been received shall be the property of the Client. All laboratory test data, field data, and notes, calculations, estimates, and other documents acquired or prepared by HSA during the course of the Work shall be and remain the sole property of HSA. All reports and other documents furnished by HSA as a courtesy to the Client or its agents, which have not been separately paid for (collectively, "Internal Reports"), shall be returned to HSA upon the earlier of completion of the Work or HSA's request. All Internal Reports prepared by HSA are for use solely in connection with the Work and the Client hereby agrees that such reports and documents shall not be used by the Client or any contractor or subcontractor for any other purpose whatsoever. Any unauthorized or future use or distribution of HSA's work shall be at Client's and recipient's sole risk and without liability to HSA.

4. **Opinions of Cost.** If requested, HSA will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs as appropriate based on reasonably available information. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Client understands actual costs of such work can depend heavily on regional economics, local construction practices, material availability, geologic and site conditions, weather, contractor skills, and many other factors beyond HSA's control.

5. Ownership of Wells. Client at all times owns and assumes all responsibility, including proper use, management and abandonment, of any and all test, monitoring, production or other types of wells and/or piezometers. Client agrees to indemnify HSA, its successors and assignees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or by reason of any contamination and/or degradation of the water quality of said test/monitoring/ production wells that may result from Client's failure or negligence in adequately protecting same.

6. Well Redevelopment/Rehabilitation. Client assumes all risk and HSA will not be held liable for consequential damages or responsibility for any kind for damages to any well or appurtenances resulting from any redevelopment or rehabilitation process. HSA also does not guarantee any specific results or production improvements from any well rehabilitation or redevelopment work.

7. Right of Entry. Client is responsible for securing any and all property rights and access to properties as may be needed for HSA to complete its work, and Client grants HSA and its subcontractors permission to enter said properties at all reasonable times and without unnecessary restriction to perform the services. If Client does not own said properties, Client represents and warrants that it has the legal right to allow HSA entry. Client further acknowledges that Client assumes full responsibility for ensuring there are no encumbrances on said properties that would prevent development of the properties for the intended use.

8. Location Information. HSA's services do not include costs associated with professional land surveying or accurate horizontal and vertical locations of features, surveys, tests, drilling or sampling locations. Field test sites, survey, test boring and well locations, boundaries, cultural features and other features described in HSA documents, reports or shown on maps or sketches are based on information furnished by others or estimates made in the field by HSA personnel. Such dimensions, locations, depths, or elevations should be considered as approximations. Unless specifically stated otherwise, the services and unit fees included in this proposal do not include professional land surveying of the site or accurate horizontal and vertical locations of features, tests, or sampling locations.

9. Termination and Work Stoppage. This agreement may be terminated by either party upon 30 days written notice. If Client requests, orders, or otherwise causes HSA to suspend, delay, or terminate its services, in whole or in part, Client agrees that HSA shall be paid for work performed on the Contract up to the date of termination or suspension.

10. Site Restoration. HSA will use due care so as not to unreasonably cause impact to the site during its work. Although HSA will act to limit impacts to landscaping, paving, systems and structures at the site, Client acknowledges that due to the nature of the work, some impacts may occur even with the exercise of due care, and Client agrees to compensate HSA for any restoration it is asked to perform unless otherwise indicated in the Contract.

11. Underground Facilities. HSA may contact, or may direct Client to contact local governmental authorities and private firms who coordinate underground utility information (e.g. DigSafe, DigSafely, PUPS, etc.), and review plans and information they or Client provides. Client agrees that HSA is allowed to rely on such information and Client will not hold HSA liable for any damage to underground services or structures not accurately identified in such plans or information provided to HSA by such sources. Client agrees to indemnify and hold HSA, its directors, officers, employees, agents and subcontractors harmless from any such claims, suits or losses, including related reasonable attorney's fees, arising out of such damage and its repair, except to the extent caused by HSA's negligence.

12. Lab Tests and Samples. HSA is entitled to rely on the results of laboratory tests using generally accepted methodologies, and will not be held responsible for any costs associated with independent laboratory errors. HSA, at its sole discretion, may retain or dispose of soil, water or other samples after submitting samples for independent testing and/or completing its own analyses. Other than samples collected during the course of HSA's work for analytical purposes, Client maintains ownership and responsibility for any water, soil or other materials generated during the completion of HSA's services including that which may be discharged during the drilling, installation or pumping of wells.

13. Unknown, Undisclosed and Changed Conditions. The parties acknowledge that HSA's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs,

petroleum, radioactive materials, or any type of hazardous substances or waste). If HSA or any other party encounters a Hazardous Environmental Condition, HSA may, at its option and without liability for consequential or any other damages, suspend performance of services affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the work site in question is in full compliance with applicable Laws and Regulations.

Client agrees to promptly advise HSA of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or HSA's or its subcontractors' equipment. By virtue of entering into this Agreement or providing services hereunder, HSA does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment. In addition, Client waives any claims against HSA arising from HSA's discovery of unanticipated hazardous conditions or suspected hazardous materials.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, client agrees to defend, hold harmless and indemnify HSA from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by HSA's negligence or willful misconduct, resulting from:

- (a) Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- (c) Any third party suit or claim for damages against HSA alleging strict liability, personal injury (including death), or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of HSA's services under this Agreement.

The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, artesian pressure, conditions or utilities on or in the job site(s) which were not brought to the attention of HSA prior to the date of the services performed will constitute a materially different site condition entitling HSA, at its option, to alter or terminate this contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. HSA, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires HSA to perform work outside the original scope or beyond its capabilities. In any event, HSA may terminate operations on a site which it believes presents an unreasonable health, environmental or safety risk.

In the event that undisclosed contaminants are encountered, HSA and/or its subcontractors will make a reasonable effort to clean its laboratory and field equipment which may become contaminated in the conduct of services. In the event such equipment cannot be completely decontaminated because of the type of hazards encountered, it may be necessary to properly dispose of the equipment in a manner that conforms to State and/or federal laws. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, HSA will promptly notify Client and, if mutually agreeable, the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, HSA will be entitled to terminate its services and to be equitably compensated for services already performed. In the event of emergency, HSA may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor.

14. Limits on HSA's Responsibility. HSA shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of HSA. HSA will not be responsible for the acts or omissions of Client or any of Client's other contractors, agents, employees or others at the site, except for its own subcontractors and employees. HSA will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall HSA's professional activities nor the presence of HSA

or its employees and subcontractors be construed to imply that HSA has authority over or responsibility for any activities or failure of Client or other contractors to comply with contracts, plans, specifications or laws. HSA neither guarantees the performance of any other contractor nor assumes responsibility for any other contractor's failure to furnish and perform its work nor the quality thereof.

15. Confidentiality; Subpoenas. Information about this Agreement and HSA's services, and information Client provides to HSA regarding Client's business and the site, will be maintained in confidence and will not be disclosed to others without Client's consent, except as HSA reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. HSA will make reasonable efforts to give Client prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. Should HSA be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, trial, governmental inquiry or audit, in relation to services provided under this Agreement, then Client agrees to compensate HSA for the associated reasonable expenses and labor for HSA's preparations and testimony at appropriate unit rates.

16. New York State Environmental Facilities Corporation (NYS EFC), State Revolving Fund (SRF) and/or Minority and Women-Owned Business Enterprises (MWBE). Client acknowledges that it may choose at its sole discretion to utilize NYS EFC and/or SRF financing for the project, and that these organizations have specific requirements that Client must meet in order to access funding. Client understands that HSA is not an MWBE, and that due to the specialized nature of the work involved, HSA may not be able to comply with all MWBE-associated contracting requirements mainly because of the highly limited amount and nature of subcontracting opportunities available within HSA's proposed scope of work. Nonetheless, if Client notifies HSA that the work proposed under this agreement will be funded through New York State EFC or the SRF program, HSA warrants that it will make good faith efforts to identify and subcontract MWBE firms where possible, assuming such firms are properly certified, appropriately qualified, and their costs to perform requested services are competitive in comparison to other companies considered qualified to complete similar work. Any efforts to comply with and/or administer NYS EFC, SRF and/or MWBE contracting requirements are not included in HSA's proposed fees, and would be charged at additional time and expense. Client also agrees to reimburse HSA for any and all time and expenses HSA may incur in relation to NYS EFC and/or SRF contracting efforts, including MWBE waiver application, regardless of whether a waiver is obtained or not, and that such charges are due and payable irrespective of whether they are reimbursable through NYS EFC and/or SRF financing. Client further agrees to pay HSA for any and all outstanding charges for work Client authorizes regardless of whether a waiver is granted.

17. Insurance. During performance of the services, HSA will maintain workers compensation, commercial general liability, automobile liability, and professional liability, insurance in the following minimum amounts:

- (a) Workers Compensation – each accident: \$100,000; disease, ea. employee: \$100,000; disease, policy limit: \$500,000
- (b) General Liability – \$1,000,000 per occurrence and \$2,000,000 aggregate
- (c) Automobile Liability – \$1,000,000 Bodily Injury & Property Damage; \$5,000 Medical Payments
- (d) Professional Liability – \$1,000,000 per occurrence and aggregate

HSA will furnish the Client with certificates of such insurance on request. HSA will purchase specific additional insurance at the Client's request provided it is commercially available and the Client pays the premium. To the extent damages are covered by insurance, Client waives all rights of subrogation against HSA and its subcontractors, consultants, agents and employees for damages, except such rights as Client may have to the proceeds of such insurance.

18. Indemnification. Client agrees to hold harmless, indemnify, and defend HSA and its affiliates and subcontractors and their employees, and officers against all claims, suits, and fines, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which arise out of or are related to this Contract or the services, except to the extent such claims, suits, or fines are a result of HSA's negligence or willful misconduct.

19. Statute of Limitations. All causes of action, including but not limited to actions for indemnification, arising out of HSA's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run no later than the date of substantial completion of HSA's work or the date of acceptance of HSA's work by Client as evidenced by payment of HSA's final invoice.

20. Special, Incidental, Indirect, Consequential or Liquidated Damages. To the fullest extent permitted by law, Client, on behalf of itself and its agents, employees, officers, and citizens, waives 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 work performed by HSA under this agreement it or they may have against HSA and HSA's employees, officers, directors, agents, insurers, partners, and consultants. Client waives any right to any liquidated damages and no deduction shall be made from any invoice on account of liquidated damages.

21. Miscellaneous. The terms and conditions of this agreement shall survive the completion of the services under this Contract and the termination of the contract for any cause. Any amendment to this agreement must be in writing signed by both parties. This Contract supersedes any contract terms, purchase orders or other previous documents. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties, and in no event shall HSA, its individual professionals, employees, agents, and subcontractors have any duty or obligation to any third party. The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any part or whole of any provision of this Agreement is found by an arbitrator or Court or such other competent authority to be void or unenforceable, that part or whole of the provision shall be deemed as deleted from this Agreement. Notwithstanding, the competent remainder thereof (if any) plus the remaining provisions of this Agreement shall continue to be in full force and effect.