



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

Plattsburgh Fire Department  
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## MEMO

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

**FROM:** Fire Chief, Scott Lawliss

**DATE:** September 8, 2020

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, September 1, ~~2019~~<sup>2020</sup> to Monday, September 7, 2020  
our Department has responded to the following:

**Fire Calls**

14

- 1 power line down
- 4 EMS assist with patient care prior to transport ambulance
- 7 alarm activations with investigation of cause
- 1 dispatched cancelled en route
- 1 service call

**Ambulance Calls**

46

**Mutual Aid by CVPH**

13

**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 08/30/2020 00:00 TO 09/06/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	0	0	0	0	0	0	0	0	0	0	0	1	1
ABC VIOLATIONS	0	0	0	0	0	0	0	0	1	0	0	0	0	1
ADMINISTRATIVE	0	0	0	0	0	1	0	0	0	1	0	0	0	2
AIDED MEDICAL	0	0	0	1	0	0	0	0	1	1	1	0	0	4
ALARM	0	0	0	0	0	0	1	2	0	1	0	1	0	5
ANIMAL DOMESTIC	0	1	0	0	0	0	2	1	0	0	1	1	0	6
ASSAULT	0	0	0	0	0	0	0	1	0	0	0	0	0	1
BKGRND INVST CIVILIAN	0	0	0	0	0	11	0	0	0	0	0	0	0	11
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	1	1	4	0	0	6
CRIMINAL MISCHIEF	0	0	0	0	1	0	0	0	3	0	0	0	0	4
DEATH INVEST	0	0	0	0	1	1	0	0	0	0	0	1	0	3
DISORDERLY PERSONS	0	0	0	0	0	0	1	0	2	0	3	0	0	6
DOMESTIC	0	2	0	1	1	1	0	1	1	0	1	1	1	10
DOOR UNLOCKING	0	0	0	0	0	0	1	0	0	1	0	1	0	3
DRUG INVESTIGATION	0	1	0	0	0	0	1	0	1	1	0	1	0	5
EMOTIONALLY DISTRBD PERSON	0	0	0	0	0	1	1	0	1	2	0	0	0	5
FINGERPRINTING	0	0	0	0	0	0	4	0	3	0	0	1	0	8
FIRE	0	0	0	0	0	0	0	0	0	0	1	0	0	1
FOOT PATROL	0	4	4	5	0	0	0	2	2	0	0	0	1	18
HARRASSMENT	0	0	0	1	0	0	0	0	0	0	0	0	1	2
INSECURE PROPERTY	0	1	1	1	0	0	0	0	0	0	0	0	1	4
JUVENILE	0	0	0	0	0	0	0	0	0	1	1	1	0	3
LARCENY	0	0	0	0	1	2	2	0	2	1	0	2	1	11
LOST AND FOUND	0	0	1	0	0	1	4	0	2	2	1	1	2	14
M/V ACCIDENT	0	0	0	0	0	0	3	1	1	3	1	0	1	10
M/V OFFENSE	0	0	0	0	0	0	1	2	1	2	0	1	1	8
M/V THEFT	0	0	0	0	0	0	0	1	0	1	0	0	0	2
MARIHUANA INVST	0	0	0	0	0	0	0	0	1	0	0	1	0	2



**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 09/06/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	10	7	0	9	6	7	5	14	5	9	15	8	95
ABC VIOLATIONS	0	15	0	0	0	0	0	1	2	0	1	2	4	25
ABSCONDED	0	1	2	1	1	1	1	0	2	3	0	0	3	15
ADMINISTRATIVE	0	4	3	4	3	8	1	2	2	3	4	13	5	52
AIDED MEDICAL	0	16	16	7	7	4	11	14	19	22	18	22	17	173
ALARM	0	11	20	8	25	21	15	18	17	16	19	13	6	189
ANIMAL DOMESTIC	0	5	6	3	3	8	23	22	17	14	19	17	9	146
ANIMAL WILD	0	1	0	1	0	1	3	3	0	0	2	2	3	16
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	2	5	0	5	1	1	4	1	3	3	5	2	32
BEAT MONITORING	0	22	10	0	0	0	0	0	0	0	1	0	0	33
BKGRND INVST CIVILIAN	0	0	0	6	49	172	99	53	13	1	0	0	0	393
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	1	1	0	2	0	3	3	5	1	4	1	21
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	4	3	0	7
CITY CODE VIOLATION	0	6	1	1	1	3	6	4	11	10	13	17	5	78
COMPUTER CRIME	0	0	0	0	0	0	0	1	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	5	2	4	6	12	13	11	13	12	8	6	3	95
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	3	1	3	5	2	1	1	3	0	3	2	24
DISORDERLY PERSONS	0	22	12	6	7	14	20	13	26	27	31	15	26	219
DOG SEIZURE	0	0	0	0	0	0	0	3	1	1	1	0	0	6
DOMESTIC	0	35	10	11	12	16	20	28	24	25	38	40	44	303
DOOR UNLOCKING	0	2	3	2	9	10	25	23	25	24	16	17	8	164
DRUG INVESTIGATION	0	5	3	2	4	13	15	20	28	21	12	11	9	143
DWI / IMPRD / DRUGS	0	3	4	1	1	0	0	0	0	0	0	4	8	21
EMOTIONALLY DISTRBD PERSN	0	6	5	3	3	11	12	14	19	22	14	13	20	142
ENDANGERING WELFARE	0	1	0	0	0	0	0	0	0	1	0	0	0	2

FINGERPRINTING	0	0	0	0	0	3	19	60	45	31	10	6	3	1	178
FIRE	0	0	1	1	0	0	1	1	2	4	0	4	3	2	19
FOOT PATROL	0	140	123	46	0	0	25	64	43	70	28	7	81	135	762
FORGERY	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
FRAUD	0	0	1	0	0	0	2	4	6	3	1	3	4	0	24
HARASSMENT	0	8	5	3	4	4	8	15	23	24	26	32	26	26	200
INSECURE PROPERTY	0	24	32	5	0	0	5	12	6	11	4	4	8	15	126
JUVENILE	0	3	2	0	0	3	9	13	12	15	16	10	7	12	102
LARCENY	0	7	3	1	6	6	24	38	37	36	25	18	14	7	216
LOST AND FOUND	0	5	17	5	12	12	21	31	33	23	34	13	9	7	210
M/V ACCIDENT	0	3	5	1	14	14	25	51	78	93	59	34	17	9	389
M/V OFFENSE	0	7	2	1	0	0	1	5	11	5	9	11	19	10	81
M/V THEFT	0	0	1	0	0	0	0	0	1	0	1	0	0	0	3
MARIJUANA INVST	0	1	0	0	0	0	1	0	0	1	1	1	3	2	10
MEDIATION-NO OFFENSE	0	3	1	0	2	2	2	6	6	5	0	4	0	2	31
MISC CALLS	0	21	23	6	11	11	41	39	58	67	70	54	62	50	502
MISC OFFENSES	0	7	1	0	0	0	8	14	9	14	13	4	4	4	78
MISSING PERSON	0	0	0	0	3	3	2	2	1	2	2	4	2	6	24
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	2	0	0	1	1	4	7	16	9	12	13	10	5	79
NOISE VIOLATION	0	67	35	9	5	5	5	14	15	25	31	27	85	88	406
OPEN CONTAINER	0	2	0	0	0	0	0	0	0	0	0	0	0	2	4
OUTSIDE AGENCY ASSIST	0	8	8	1	1	1	8	11	7	7	6	4	10	12	83
PARKING VIOLATIONS	0	7	1	2	4	4	7	16	19	14	6	7	4	1	88
PAROLE NOTIFICATION	0	0	0	0	4	4	25	16	17	6	0	0	0	0	68
PRISONER TRANSPORT	0	0	1	0	3	3	29	13	9	8	5	8	6	0	82
PROPERTY RETRIEVAL	0	1	0	0	1	1	7	9	13	17	16	13	14	6	97
REPOSESSION	0	0	0	1	0	0	0	0	0	0	2	0	1	0	4
ROBBERY	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	7	11	8	12	0	0	0	0	38
SERVICES	0	4	4	3	7	7	48	21	21	23	11	5	8	8	163
SEX CRIMES	0	1	0	0	0	0	2	8	11	5	7	6	2	1	43
SEX OFFNDR REGISTRATION	0	0	0	0	1	1	48	30	13	14	3	1	0	1	111

SICK LEAVE	0	3	9	20	14	7	12	14	37	20	8	4	10	158
SUSPICIOUS ACTIVITY RPT	0	28	26	11	5	8	12	12	17	10	9	27	31	196
TRAFFIC DETAIL	0	0	0	0	0	0	0	1	1	1	2	11	1	17
TRAFFIC STOP	0	135	80	16	1	11	44	35	42	40	38	260	264	966
TRESPASSING	0	10	14	2	5	7	12	17	13	14	17	10	22	143
WARRANT	0	3	1	3	1	3	6	5	6	8	1	6	2	45
WELFARE CHECK	0	37	21	10	12	29	69	70	50	53	68	78	58	555

Totals:

0 709 532 212 272 757 943 919 948 763 650 1020 985 8710

**PLATTSBURGH HOUSING AUTHORITY  
CONTRACT FOR THE PROVISION OF  
SUPPLEMENTAL POLICE SERVICES**

This Contract, made and effective the **1st day of September 2020**, by and between the Plattsburgh Housing Authority, (hereinafter called the "Authority") and the City of Plattsburgh, New York, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

**WHEREAS** the Authority desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

**WHEREAS** the City, by and through its Police Department, desires to assist in the effort by providing effective police services at all Authority locations;

**NOW, THEREFORE**, the Authority and the City agree as follows:

**ARTICLE I  
Scope of Services**

**SECTION ONE: SERVICES PROVIDED BY THE CITY**

The City agrees that the services rendered by the assigned Police Officer under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the assigned Police Officer shall include, but shall not be limited to:

A. The City, by and through its Police Department, will provide a minimum of one police officer to perform specialized patrols to enforce all state and local laws and Housing Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under Police Department rules, regulations and standard operating procedures.

B. The City agrees that the assigned police officer will target areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6 am to 2 am in certain areas, to maintain a police patrol presence.

C. The City agrees that the Police Department will employ a community policing concept and that the Police Department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing

crime prevention programs in the public housing communities.

D. The City agrees to collect and provide workload data for the public housing developments.

E. It is further agreed that to the extent necessary, the assigned Police Officer will appear as a witness in the Authority's administrative grievance procedures, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate Police Department Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.

G. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The City agrees that it will provide the assigned Police Officer with such basic equipment as may be necessary and reasonable in order to allow the Police Officer to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment desired by the Authority will be furnished at the expense of and shall remain the property of the Authority.

I. The Police Department will provide a minimum of sixteen (16) hours of training on community relations and interpersonal communications skills.

J. The City agrees to continue to provide criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center and State laws and regulations.

K. The Police Department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designee to facilitate the performance of this contract in a manner of broad interpretation.

The Administrative Liaison Officer will perform the following duties:

- 1) Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;
- 2) Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
- 3) Prepare semi-annual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief,



appropriate Deputy Chiefs and Beat/Zone Commanders, and identified community representatives; and political leadership, e.g., mayor and council members.

- 4) Initiate and monitor ongoing lines of communications with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;
- 5) Coordinate security workshops and training seminars for identified residents;
- 6) Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
- 7) Establish a clearly defined process for reporting non-emergency criminal activities.
- 8) Any other administrative tasks which from time to time may become reasonably necessary to effect the items of this contract and permit the PHA to remain in compliance with HUD provisions.

L. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Authority's property.

## **SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY**

A. The Authority will provide training of residents, Authority on-site management staff, and the assigned Police Officer with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:

- 1) Crime prevention and security responsibilities;
- 2) Community organization/mobilization against the causes of and precursors to crime;
- 3) Drug awareness and control;
- 4) Orientation and familiarization with the public housing communities for the assigned officers; and
- 5) Orientation to the lease contract and lease compliance enforcement procedures and policies.

B. The Authority will provide the following in-kind accommodations, services and equipment:

- 1) Accommodations - The Authority will provide suitable space to be used as a satellite office for additional police services.
- 2) Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.

3) Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4) Modification/Damage - The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the City's cost, in the discretion of the Authority.

C. The Authority shall attempt to provide a semi-annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.

D. The Authority shall reserve the right to reasonably request the Police Department to replace any assigned Police Officers for the following reasons:

- 1) Neglect or non-performance of duties;
- 2) Disorderly conduct, use of abusive or offensive language, or fighting;
- 3) Criminal action;
- 4) Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
- 5) Inadequate punctuality or attendance; or
- 6) Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned Police Officer, including documentation and witnesses to the alleged behaviors. Upon receipt of such documentation and within a minimal period of investigation, the City Police shall take all steps reasonable and necessary to replace the assigned Police Officer as quickly as possible.

E. The Authority will provide the City with rules and regulations for compliance with this Contract.

F. The Authority will work with the Police Department to subsidize housing or rent costs for volunteer police officers to reside in a public housing development selected by the Authority, as described in the Code of Federal Regulations.

## **ARTICLE II**

### **Enforcement of Rules and Regulations**

A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations. This list is meant to be illustrative only and in no manner represents a

limitation on enforcement authority or parameters:

- 1) Authorized or unauthorized visitors in unoccupied structures of the Authority shall be removed.
- 2) Authorized or unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
- 3) Authorized or unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, where appropriate.

B. The City, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:

The resident and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.

With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

E. The City agrees to provide any police officer participating under this contract with copies of the PHA's lease and Rules and Regulations for the officer's review.

### **ARTICLE III Communications, Reporting and Evaluation**

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities, unless prohibited by law. It is further agreed that the City Police Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which

document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost to the PHA by the City Police Department on a regular basis in accordance with specific procedures that have been established.

B. Reporting

1. Media Coordination

The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers
2. Response times to targeted communities by City paid officers and Authority paid officers by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized).
3. Comparison of crime and workload in the targeted communities.
4. Arrests (to include drug violations)
5. Vehicles Towed
6. Positive Contacts
7. Referrals
8. Trespassers Removed
9. All UCR or NIBRS Reports
10. Calls for Service
11. Weapons Seized
12. Property Stolen/Recovered
13. Community Feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

**ARTICLE IV  
Plan of Operations**

A. The City Police Department and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

- 1) Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
- 2) Staffing levels;
- 3) Responsibilities of key personnel
- 4) Organization and resources, to include personnel, equipment, in-kind support, etc.
- 5) Hours of operation, to encompass schedules of major tasks and activities; and
- 6) Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.

B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate from time to time and that such reasonable amendment or modification is acceptable to the City.

C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

**ARTICLE V  
Term of Contract**

**The term of this Contract shall be for one year beginning September 1, 2020.**

**ARTICLE VI  
Compensation to the City**

A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract, and actually provided to the Authority, at a rate of **\$20.00 / hour** and in a total amount not to exceed **\$31,020** over a one-year period. The City will bill the Authority at the end of each month with a total monthly bill not to exceed **\$2,585**.

B. The Authority shall reimburse the Police Department within thirty (30) days after receipt of performance of the proposed services and evidence of authorized expenditures and approval of such by the Executive Director or his designee.

C. The percent of overtime authorized under this Contract for court appearances or other hearings is zero.

D. The City shall provide the following minimum documentation in requesting reimbursement the PHA reserves the right to request any further or additional documentation it may deem necessary to process and review reimbursement requests:

1) Copies of Certified Payroll Time Reports documenting name, employee identification, hours worked in public housing developments, and supervisory approval.

2) Copies of the Plattsburgh Housing Authority assigned Police Officer's records displaying the total number of hours each day that were spent on tasks specifically associated with the Plattsburgh Housing Authority.

E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days (30) days of receipt of the request for reimbursement.

F. Notwithstanding anything contained herein to the contrary, the City Police Officer who is the subject of this Contract, will work 0 to 40 hours per week. Any hours over this amount (40 hours per week) constitute overtime. Any overtime needed or requested by the Plattsburgh Housing Authority in relation to the officer assigned to the Plattsburgh Housing Authority will be paid for by the Plattsburgh Housing Authority. The only exception to this provision being that in any given work week, if the Officer was required or requested by the City to perform services that were for the benefit of the City and not the Plattsburgh Housing Authority, then the number of such hours utilized by the City during the work week for non-Plattsburgh Housing Authority purposes will be deducted from any overtime hours required to be paid to the City by the Plattsburgh Housing Authority. The City and the Authority shall review the time spent and the cost of the City Police Officer services to the Plattsburgh Housing Authority on a regular basis and make appropriate adjustments in scheduling when necessary.

## **ARTICLE VII Termination**

A. The Authority may unilaterally terminate this Contract without cause and with no remaining obligation to the City in relation to or stemming from this contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

## **ARTICLE VIII Notices**

Any notices required pursuant to the terms of this Contract shall be sent by United States

Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:

Executive Director  
Plattsburgh Housing Authority  
4817 South Catherine St.  
Plattsburgh New York 12901

City:

Mayor  
City of Plattsburgh  
41 City Hall  
Plattsburgh, New York 12901

**ARTICLE IX  
Construction of Laws**

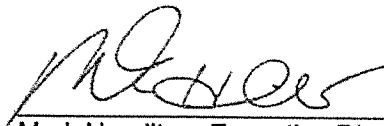
This Contract is made and entered into in the City of Plattsburgh, County of Clinton, State of New York.

**ARTICLE X  
Entire Contract**

The Contract shall consist of the following component parts:

- a) This Contract;
- b) Any subsequent addenda or modifications agreed to in writing by both parties.

**ATTEST:**

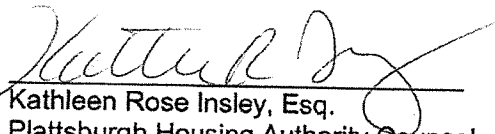


\_\_\_\_\_  
Mark Hamilton, Executive Director  
Plattsburgh Housing Authority

**ATTEST:**

\_\_\_\_\_  
Colin Read, Mayor  
City of Plattsburgh

**APPROVED AS TO FORM:**

  
Kathleen Rose Insley, Esq.  
Plattsburgh Housing Authority Counsel

\_\_\_\_\_  
Dean C. Schneller, Esq.  
Corporation Counsel for the City of  
Plattsburgh

\_\_\_\_\_  
Levi Ritter, Police Chief  
Plattsburgh Police Department



**PROPOSED SCOPE OF SERVICES**  
**For**  
**THE CITY OF PLATTSBURGH, NEW YORK**

**August 17, 2020**

HydroSource Associates, Inc. (HSA) has been working with the City of Plattsburgh (City) to assess the potential for developing high-yield groundwater sources that could be used to reduce the City's reliance on treated surface water. Work that has been done towards this objective has included hydrogeologic analyses, geophysical surveys and installation and preliminary testing of test wells on the City's Mead Reservoir property. The following is a proposed scope of work requested by the City. It includes additional development and testing work on one of the previously installed test wells, and installation of additional test wells and performance of preliminary yield and water quality testing on those that encounter aquifers deemed sufficiently productive to warrant further efforts towards developing high-yield production well sources.

**PROPOSED SCOPE OF WORK**

**Additional Development and Water Quality Testing of Test Well L4A**

HydroSource Associates, Inc. (HSA) proposes further development and testing of Test Well L4A. This test well was shown to be the most productive site of the four test wells that were recently installed near the Mead Reservoir. Before considering larger diameter well installation at this location, we propose first conducting additional development and a longer duration pumping test on this well. Although it exhibited the highest specific capacity of the test wells installed to date, it was still producing a small amount of sand and silt during the brief pumping test that was performed. This is not uncommon for a test well, but as a result, the water samples that were collected for lab analysis included some turbidity. The iron and manganese concentrations were modestly elevated although still below their MCLs, but that may have been due to the turbidity. We propose developing the test well for up to an additional 12 hours and performing a follow-up pumping test on it lasting up to 24 hours during which we would collect samples to see if there is any apparent trend in the sand/silt production and in iron and manganese concentrations. We would also collect samples for preliminary Per- and Polyfluoroalkyl Substances (PFAS) analysis at this time to confirm that contaminants in this group are not likely to have impacted the aquifer.

**Test Well Installation, Preliminary Yield & Water Quality Analyses**

Test Well Installation - HSA will observe the installation of 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 reasonably expected were a properly designed, larger diameter well to be constructed at a particular site, and collect preliminary water quality samples to evaluate whether basic water quality parameters are acceptable to the City. The results would be used to identify candidate locations for developing production well sources, and to determine preliminary design specifications for large-diameter wells that may be used for production purposes. The test wells would also be used to at least partly satisfy NYSDEC's requirements of at least three monitoring wells.

If the City elects to have HSA contract for the drilling services, HSA would prepare general drilling quotation specifications, solicit quotations, and contract a New York State-licensed well drilling services firm.

If the City elects to contract for the well drilling services directly, the general course laid out below may need to be modified somewhat based on the drilling contractor's selected methods and procedures. HSA personnel would coordinate with the Town's well drilling contractor to be present during test well installation, and will observe and make recommendations as to sample collection and geologic analysis as it pertains to well design with the objective of maximizing well yield. We would also coordinate to be present to observe the conduct of the preliminary pumping test and collect water quality samples for lab analysis. In this case, HSA's costs would be contingent upon the total amount of time it takes to complete the well installations and testing, the drilling services subcontractor chosen by the City, and their schedule and performance.

During test well drilling, an HSA hydrogeologist would be on site to log the well and consult with the driller as necessary. HSA will collect overburden samples as drilling proceeds, record information needed to evaluate the well and site conditions, and document 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 measure aquifer/well water production rates, as warranted.

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 compressed air, the purpose being to remove as much fine-grained material as feasible from the aquifer region immediately surrounding the screen so that water can move more efficiently from the aquifer through the screen and into the well. Developing the well before it is tested helps ensure that pumping test results more accurately reflect the 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 200 feet average total depth per test well; one to two hours of airlift well development; and completion as a monitoring well, to satisfy State observation well requirements (explained below).

Note that these parameters may be modified depending on subsurface conditions observed and 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 and screen used, screening parameters, etc., which cannot be precisely determined until wells are drilled. Based on prior results, 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 contain numerous cobbles and/or boulders, we propose using the dual-rotary drilling method to install wells. This is our 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 some other drilling methods. Such samples are critical to properly assess aquifer characteristics.

Note also that 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 may be used for this purpose, so test wells usually have a value beyond that of identifying productive aquifers and optimum production well sites. They also can 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 roughly estimate the yield that might be available were a custom-designed, larger-diameter well to be constructed at that particular site, and to get preliminary confirmation that the aquifer at that site is likely to support withdrawal of groundwater at a rate that makes it justifiable for the City to develop, connect and use the new groundwater source.

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 (VOCs), and radionuclides (gross alpha and uranium). These results will serve as a preliminary screen to determine if the water meets basic standards for potability. Testing for PFAS can also be performed at additional charge at the City's request.

### **Progress Report**

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 HSA's opinions on proceeding with proposed large diameter well installation, construction and testing, including test well logs, preliminary water quality testing results, site maps and proposed preliminary large diameter well design and construction specifications.

<b>PROBABLE COSTS</b>	<b>HSA</b>	<b>Drill Subcontractor Direct Costs + 15%</b>
Additional Development & Water Quality Testing of Test Well L4A	\$9,300	\$34,000
Test/Monitoring Well Installation & Preliminary Yield and Water Quality Testing (per well)	\$14,000 to \$18,000	\$29,000 to \$52,000
Progress Report	\$6,300	
Project Management/ NYSEFC Contract Administration	\$3,000 to \$6,000	

Note that the test well installation and preliminary testing costs will be contingent on geologic and site conditions, the actual well depth, screening parameters required for each well that is installed and how many wells are drilled per mobilization. Costs are based on the assumption that up to four test wells will be installed under one driller mobilization. The per well charge will be higher if fewer test wells are installed due to the driller's mobilization charge being divided between fewer test wells.

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 (assuming HSA contracts for these services), and laboratory fees and shipping costs for water quality sample analyses. Sampling and testing for PFAS would be in addition.

Probable costs do not include any effort or expense 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. We also assume the City will be responsible for any effluent and sediment control that may be needed at well drilling and development sites (e.g., digging of settling pits, installing silt fence, etc.).

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.

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.



**Richard A. Marks**  
City Chamberlain

**Department of Finance**  
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marksr@cityofplattsburgh-ny.gov

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held September 10<sup>th</sup>, 2020, the following resolution was adopted:

By Councilor \_\_\_\_\_ ; Seconded by Councilor \_\_\_\_\_

**WHEREAS**, the following resolution was adopted on September 10<sup>th</sup>, 2020, and

**WHEREAS**, the Capital Expenditure Plan adopted December 12<sup>th</sup>, 2019, includes a Public Service Buildings category, and

**WHEREAS**, the Infrastructure Division desires to establish a 2020 Public Service Buildings project for items included in the Public Service Buildings category of the Capital Expenditure Plan adopted December 12<sup>th</sup>, 2019, and

**WHEREAS**, the cost of the 2020 Public Service Buildings project has been estimated by the Infrastructure Division for the costs of the planned expenditures as noted below to purchase items included in the expenditure plan for 2020, as follows:

	<b>2020 Capital Cost</b>	<b>2020 Estimated Cost</b>
Building Improvements	\$ 50,000	\$ 50,000
Fire Station 2 ramp	35,000	35,000
Replace City Hall windows	<u>300,000</u>	<u>300,000</u>
Total	<u>\$ 385,000</u>	<u>\$ 385,000</u>

Project Funding:

Water Fund	\$ 16,667	\$ 16,667
Sewer Fund	16,667	16,667
General Fund	51,666	51,666
DASNY Grant	<u>300,000</u>	<u>300,000</u>
Total	<u>\$ 385,000</u>	<u>\$ 385,000</u>

Now therefore,

**BE IT RESOLVED**, by the Common Council of the City of Plattsburgh, New York, this 10<sup>th</sup> day of September 2020, as follows:

- 1) That, the amount of Three Hundred Eighty-five Thousand and 00/100 (\$385,000.00) Dollars is hereby appropriated for the capital project **2020 Public Service Buildings (H5110.76)** for the cost of the equipment listed above and is hereby authorized to be expended for such purpose.
- 2) That, Sixteen Thousand Six Hundred Sixty-seven and 00/100 (\$16,667.00) Dollars of such appropriation be provided by the Water Fund.
- 3) That, Sixteen Thousand Six Hundred Sixty-seven and 00/100 (\$16,667.00) Dollars of such appropriation be provided by the Sewer Fund.
- 4) That, Fifty-one Thousand Six Hundred Sixty-six and 00/100 (\$51,666.00) Dollars of such appropriation will be provided by an advance from the General Fund, but that such advance is to be repaid to the General Fund by year end through funding of this portion of the project with Bond Anticipation Notes or Serial Bonding.
- 5) That, Three Hundred Thousand and 00/100 (\$300,000.00) Dollars of such appropriation be provided by a grant from the Dormitory Authority of the State of New York.
- 6) That, this resolution takes effect immediately.

On Roll Call,

**CERTIFIED A TRUE COPY**

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**CITY CLERK**