



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-536-7542  
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## MEMO

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

**FROM:** Fire Chief, Scott Lawliss

**DATE:** December 10, 2019

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, December 3, 2019 to Monday, December 9, 2019  
our Department has responded to the following:

**Fire Calls**

**17**

- 6 alarm activation with investigation of cause
- 4 MVA with patient care and hazardous mitigation
- 3 EMS initiated patient care prior to transport ambulance
- 1 cooking fire
- 1 water problem with investigation of cause
- 1 heat from short circuit with hazardous mitigation
- 1 service call

**Ambulance Calls**

**61**

**Mutual Aid by CVPH**

**11**

12/10/2019 15:53  
14271bee

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

P 1  
picv1rpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/04/19 TO 12/10/19



COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	2
PARKING	3
DEPARTMENT TOTALS	5
REPORT TOTALS	5

\*\* END OF REPORT - Generated by Lisa Beebie \*\*



12/10/2019 15:53  
14271bee

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector  
REPORTING PERIOD: 12/04/19 TO 12/10/19

REFERENCE CASE	LOCATION	COMMENT	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED COMPLETED
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COMPLAINT/VIOLATION TOTALS .00

1900 67 OAK ST RONALD F BARDON 0

VIOLATION GARBAGE SEVERITY 0 AREA COMPLY BY COMPLETED  
Garbage receptacles are being left in the front of the property.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW		12/11/19			.00
NOTICE	NOTICE	NEW					.00
REINSPECT	INSPECTION	NEW					.00
ORDER PICK UP	OTHER	NEW					.00

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
COMPLAINT JIM WELCH 12/11/19 12/11/19  
COMPLAINT JIM WELCH

COMPLAINT/VIOLATION TOTALS .00

1901 68 OAK ST JAMES E LEONARD 0

VIOLATION GARBAGE SEVERITY 0 EMAIL AREA COMPLY BY COMPLETED  
Garbage receptacles are being left in the front of the property.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW		12/11/19			.00
NOTICE	NOTICE	NEW					.00
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INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
COMPLAINT JIM WELCH 12/11/19 12/11/19  
COMPLAINT JIM WELCH

COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS 5 COMPLAINTS/VIOLATIONS .00  
COMPLAINT/VIOLATION ACTIVITY 12/04/19-12/10/19: 5 CREATED 0 COMPLETED

REPORT TOTALS 5 COMPLAINTS/VIOLATIONS .00  
COMPLAINT/VIOLATION ACTIVITY 12/04/19-12/10/19: 5 CREATED 0 COMPLETED

\*\* END OF REPORT - Generated by Lisa Beebie \*\*

**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 12/01/2019 00:00 TO 12/08/2019 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	1	0	0	0	2	0	0	3
ABC VIOLATIONS	0	1	0	0	0	0	0	0	0	0	0	0	1	2
ADMINISTRATIVE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
AIDED MEDICAL	0	1	1	0	0	0	0	0	0	0	0	0	0	2
ALARM	0	0	0	0	0	1	0	1	1	1	1	0	0	5
ANIMAL DOMESTIC	0	0	0	0	0	1	0	1	0	0	0	0	0	2
ASSAULT	0	1	0	0	0	0	0	0	0	0	0	0	0	1
BAD CHECK	0	0	0	0	0	0	0	0	2	1	0	0	0	3
BEAT MONITORING	0	4	0	0	0	0	0	0	0	0	0	0	0	4
BKGRND INVST CIVILIAN	0	0	0	0	0	0	7	0	0	0	0	0	0	7
BURGLARY	0	0	1	0	0	0	0	0	0	0	0	0	0	1
CITY CODE VIOLATION	0	1	0	0	0	0	0	0	0	0	0	0	1	2
CRIMINAL MISCHIEF	0	0	0	1	0	1	1	0	0	1	0	0	0	4
DISORDERLY PERSONS	0	1	1	0	0	0	0	1	1	0	1	0	0	5
DOMESTIC	0	0	3	1	0	0	0	0	0	2	0	0	0	6
DOOR UNLOCKING	0	0	0	0	0	0	1	1	0	1	0	0	1	4
DRUG INVESTIGATION	0	0	0	0	0	0	1	0	0	0	0	1	0	2
EMOTIONALLY DISTURBED PERSON	0	0	0	0	0	0	0	0	0	2	0	0	0	2
FINGERPRINTING	0	0	0	0	0	0	3	0	0	0	0	0	0	3
FOOT PATROL	0	4	1	1	0	0	0	0	0	0	0	0	0	6
HARASSMENT	0	0	0	0	0	1	0	1	0	0	1	0	0	3
INSECURE PROPERTY	0	4	0	0	0	0	0	1	1	0	0	0	0	6
LARCENY	0	0	1	0	0	0	2	2	2	0	0	1	1	9
LOST AND FOUND	0	0	0	0	0	1	0	0	0	0	0	0	0	1
M/V ACCIDENT	0	1	0	0	1	3	4	3	9	2	2	0	0	25
M/V OFFENSE	0	0	0	0	0	0	0	0	1	0	0	1	1	3
MARIJUANA INVST	0	0	0	0	0	0	1	0	0	0	0	0	0	1
MEDIATION-NO OFFENSE	0	0	0	0	0	0	0	0	0	0	1	0	0	1

MISC CALLS	0	0	0	0	0	0	1	1	0	2	0	7		
MISC OFFENSES	0	0	0	0	0	0	0	0	0	0	0	1		
MISSING PERSON	0	0	0	0	0	0	0	0	0	0	0	1		
NEIGHBOR CRISIS	0	0	0	0	0	0	1	0	0	0	0	2		
NOISE VIOLATION	0	3	0	1	0	0	0	2	2	1	1	14		
PARKING VIOLATIONS	0	0	0	0	0	0	2	0	0	0	0	3		
PAROLE NOTIFICATION	0	0	0	0	0	0	0	1	0	0	0	1		
PRISONER TRANSPORT	0	0	0	0	0	0	0	0	1	0	0	2		
PROPERTY RETRIEVAL	0	0	0	0	0	0	1	0	1	1	0	4		
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	0	1	0	0	0	1		
SERVICES	0	0	0	0	0	0	0	0	1	0	0	2		
SEX OFFNDR REGISTRATION	0	0	0	0	0	0	1	0	0	0	0	2		
SICK LEAVE	0	0	1	1	0	0	0	0	0	1	0	3		
SUSPICIOUS ACTIVITY RPT	0	0	1	0	0	1	0	0	1	0	1	6		
TRAFFIC STOP	0	7	5	1	0	0	0	1	0	2	10	36		
TRESPASSING	0	0	0	0	0	0	0	0	0	1	1	2		
WARRANT	0	0	1	0	0	0	0	1	0	0	0	2		
WELFARE CHECK	0	0	1	1	0	2	2	1	2	2	2	14		
Totals:	0	28	17	7	1	14	29	14	26	22	18	22	19	217

**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 01/01/2019 00:00 TO 12/08/2019 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	17	15	8	7	10	16	8	10	15	16	13	14	149
ABC VIOLATIONS	0	60	0	0	0	0	2	2	1	2	0	2	21	90
ABSCONDED	0	3	5	4	1	0	0	2	1	4	2	2	1	25
ADMINISTRATIVE	0	4	4	6	7	9	5	6	7	3	10	11	2	74
AIDED MEDICAL	0	48	36	13	11	11	18	19	27	26	32	43	38	322
ALARM	0	21	19	24	33	26	16	23	17	42	38	16	12	287
ANIMAL DOMESTIC	0	5	6	4	1	10	19	30	28	28	20	19	8	178
ANIMAL WILD	0	4	0	0	0	7	3	3	5	2	1	3	2	30
ASSAULT	0	11	10	1	3	5	1	3	3	7	5	5	1	55
BAD CHECK	0	0	0	0	0	2	1	3	4	3	0	0	0	13
BEAT MONITORING	0	92	37	0	0	0	0	0	0	0	0	0	0	129
BK GRND INVST CIVILIAN	0	0	0	0	4	46	75	12	7	0	0	0	0	144
BK GRND INVST SWORN	0	0	0	0	0	2	1	0	0	0	0	0	0	3
BURGLARY	0	1	5	1	2	5	3	6	5	8	12	4	2	54
CHILD SEAT INSTALL	0	0	0	0	0	1	0	0	0	0	8	7	0	16
CITY CODE VIOLATON	0	12	7	1	0	1	8	4	4	5	6	7	17	72
CRIMINAL MISCHIEF	0	9	6	4	3	17	12	13	11	16	10	12	7	120
CROSSING GUARD	0	0	0	0	6	9	1	3	9	4	0	2	1	35
DEATH INVEST	0	0	1	1	0	2	1	3	5	2	1	2	0	18
DISORDERLY PERSONS	0	55	48	8	1	6	18	22	34	33	29	43	50	347
DOG SEIZURE	0	0	0	0	1	0	4	1	2	1	1	0	0	10
DOMESTIC	0	29	34	11	18	12	34	29	35	31	45	65	50	393
DOOR UNLOCKING	0	3	3	1	15	32	36	49	43	48	41	30	21	322
DRUG INVESTIGATION	0	7	3	2	1	15	26	31	28	29	25	17	7	191
DWI / IMPRD / DRUGS	0	12	16	0	1	0	0	1	0	0	0	1	8	39
EMOTIONALLY DISTURD PERSON	0	7	5	4	5	8	6	10	16	19	15	11	14	120
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	12	27	59	119	31	13	4	1	0	266

FIRE	0	0	3	0	3	2	2	2	4	3	7	4	5	4	37
FOOT PATROL	0	78	84	36	0	3	10	15	13	10	12	38	61	360	
FORGERY	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
FRAUD	0	0	0	0	2	7	7	7	5	2	2	1	0	31	
HARASSMENT	0	7	6	3	0	18	30	33	38	31	34	37	21	258	
INSECURE PROPERTY	0	27	28	17	3	1	0	1	2	1	4	10	24	118	
JUVENILE	0	0	1	0	2	20	8	16	21	15	20	13	4	120	
KIDNAPPING	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
LARCENY	0	8	6	4	7	27	52	52	43	37	30	34	11	311	
LOST AND FOUND	0	9	18	6	15	31	49	39	38	45	29	20	12	311	
M/V ACCIDENT	0	12	8	2	25	76	110	154	167	124	65	45	11	799	
M/V OFFENSE	0	7	3	0	0	5	4	4	7	11	9	14	12	76	
M/V THEFT	0	0	0	0	0	0	3	1	0	2	0	1	1	8	
MARIJUANA INVST	0	0	0	0	0	3	2	3	5	4	2	1	1	21	
MEDIATION-NO OFFENSE	0	3	1	5	1	4	3	2	6	6	10	7	7	55	
MISC CALLS	0	47	32	10	23	49	66	69	74	69	76	69	54	638	
MISC OFFENSES	0	3	2	0	1	16	19	6	11	17	12	5	2	94	
MISSING PERSON	0	0	0	0	1	1	2	7	1	9	4	4	3	32	
NARCO INTEL	0	0	0	4	1	0	0	0	1	1	0	2	0	9	
NEIGHBOR CRISIS	0	1	2	2	1	2	4	13	8	18	18	6	7	82	
NOISE VIOLATION	0	111	49	11	4	8	11	10	18	25	25	74	120	466	
OPEN CONTAINER	0	6	2	0	0	0	0	0	1	0	0	2	4	15	
OUTSIDE AGENCY ASSIST	0	10	4	5	4	7	9	12	14	9	11	9	9	103	
PARKING VIOLATIONS	0	4	4	1	13	15	26	17	14	6	11	8	15	134	
PAROLE NOTIFICATION	0	0	0	0	4	33	29	15	19	2	0	0	0	102	
PRISONER TRANSPORT	0	3	0	0	21	86	17	11	21	17	12	13	4	205	
PROPERTY RETRIEVAL	0	1	1	1	1	13	15	11	18	19	13	11	6	110	
REPOSESSION	0	1	1	0	1	0	2	2	5	2	1	2	2	19	
ROBBERY	0	0	0	0	0	0	0	0	0	0	1	0	1	2	
SAFE SCRIPTS PROGRAM	0	0	0	0	0	27	9	16	21	0	0	0	0	73	
SERVICES	0	42	40	39	39	215	251	85	15	12	15	69	59	881	
SEX CRIMES	0	3	3	2	1	7	8	4	7	7	1	2	3	48	
SEX OFFNDR REGISTRATION	0	0	0	0	1	13	24	6	4	1	0	0	0	49	

SICK LEAVE	0	3	14	28	19	6	13	18	11	24	7	7	5	155
SIDEWALK ORDINANCE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SUSPICIOUS ACTIVITY RPT	0	31	22	7	4	11	12	19	13	20	18	62	59	278
TRAFFIC DETAIL	0	0	0	0	7	9	1	7	1	1	11	13	2	52
TRAFFIC STOP	0	251	176	39	13	94	124	101	128	83	74	582	519	2184
TRESPASSING	0	24	14	6	9	8	18	12	16	13	22	20	21	183
WARRANT	0	7	2	0	1	3	5	5	16	6	3	7	5	60
WELFARE CHECK	0	56	57	18	26	59	66	64	80	51	70	117	64	728
Totals:	0	1155	843	339	385	1143	1376	1243	1201	1048	946	1625	1409	12713





Plattsburgh Police Department  
45 PINE STREET  
Plattsburgh, New York  
518-563-3411  
518-566-9000 (FAX)

**LEVI J. RITTER**  
Chief of Police

December 11, 2019

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

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for November 2019.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "Levi J. Ritter", written over a faint circular stamp.

Chief Levi J. Ritter  
Plattsburgh Police Department

## PARKING VIOLATIONS BUREAU

### Monthly Report for November 2019

	<u>Nov 2019</u>	<u>Nov 2018</u>
TICKETS ISSUED:	71	224
TICKETS COLLECTED:	84	80
REVENUE FOR MONTH:	\$2,338.75	\$3,725.25

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### YEAR TO DATE TOTALS:

	<u>Nov 2019</u>	<u>Nov 2018</u>
TICKETS ISSUED:	2680	709
TICKETS COLLECTED:	2147	530
REVENUE:	\$52,273.25	\$19,635.00

COMPARISON:      Parking tickets issued for Nov. 2019: DOWN 153  
                         Parking tickets collected for Nov. 2019: UP 4  
                         Revenue for Nov. 2019: DOWN \$1,386.50  
                         Amount Dismissed: \$180.00

Breakdown for November 2019

CITY OF PLATTSBURGH PARKING TICKET SYSTEM

11/30/2019

SUMMARY OF PARKING TICKETS - BY OFFICER

VL --DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	0	1	0	0	23	3843
2 NO PARKING	0	0	2	2	123	3480.75
3 OVERTIME 10 MIN	0	0	0	0	0	0
4 OVERTIME 30 MIN	0	0	0	0	0	0
5 OVERTIME 2 HRS	0	0	0	0	0	0
6 NO STAND/STOP	0	0	0	0	0	0
7 FIRE HYDRANT	0	0	0	0	17	1399
8 FIRE LANE	0	0	0	0	1	50
10 BLOCKING SIDEWALK	0	0	0	0	20	412.5
11 LEFT WHEEL CURB	0	0	0	0	0	0
12 BLOCKING XWALK	0	0	1	1	4	198.75
13 BLOCK DRIVEWAY	0	0	0	0	14	307.5
14 LOADING ZONE	0	0	0	0	25	1242
15 DOUBLE PARK	0	0	0	0	1	249.75
16 TOO CLOSE INTERSE	0	0	0	0	0	0
18 OBST. LANE	0	0	0	0	1	35
19 TAXI ONLY	0	0	0	0	15	648
20 BUS STOP	0	0	0	0	0	0
22 WRONG WAY	0	0	0	0	0	0
23 EMPLOYEE PERMIT	0	0	0	0	0	0
24 PARKING BAN	0	14	0	0	0	986.5
25 UNINSPECTED	0	0	0	0	113	9352
26 OVERTIME PARKING	0	0	0	0	0	0
27 OVERTIME 4 HOUR	0	0	0	0	0	0
40 UNREGISTERED	0	0	0	0	27	4816.5
41 DOUBLE PARK	0	0	0	0	0	0

42 NO PARKING	0	0	0	0	0	0.00	0.00
43 NO STANDING	0	0	0	0	0	0.00	0.00
44 SIDEWALK	0	0	0	0	0	0.00	0.00
45 INTERSECTION	0	0	0	0	0	0.00	0.00
46 CROSSWALK	0	0	0	0	0	0.00	0.00
47 ZONE/CURB	0	0	0	0	0	0.00	0.00
48 CONSTRUCTION	0	0	0	0	0	0.00	0.00
52 HIGHWAY	0	0	0	0	0	0.00	0.00
53 RDW/ROW	0	0	0	0	0	0.00	0.00
54 DRVWAY/BLOCKED	0	0	0	0	0	0.00	0.00
55 TAXI ZONE	0	0	0	0	21	0.00	771.00
56 BUS ZONE	0	0	0	0	0	0.00	0.00
57 CROSSWALK 20'	0	0	0	0	0	0.00	0.00
60 OBST. SIDEWALK	0	0	0	0	0	0.00	0.00
62 FIRE HYDRANT	0	0	0	0	0	0.00	0.00
63 UNLAWMOV	0	0	0	0	0	0.00	0.00
64 WWY2WAY	0	0	0	0	18	0.00	689.25
65 WWY1WAY	0	0	0	0	0	0.00	0.00
67 ANGLE	0	0	0	0	0	0.00	0.00
68 OVERLINE	0	0	0	0	1	0.00	25.50
69 OVERTIME 10 MIN	0	0	0	0	0	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	0	0.00	0.00
81 HANDICAP	0	0	0	0	0	0.00	0.00
82 TRAILER	0	0	0	0	0	0.00	0.00
86 SNOW BAN	0	0	0	0	0	0.00	0.00
87 LIM SNOW BAN	0	2	0	0	0	0.00	70.00
88 UNINSPECTED	0	0	0	0	0	0.00	0.00
89 UNREG MV	0	0	0	0	0	0.00	0.00

90 NO PARKING EVEN	0	0	0	0	0	0.00	0.00
91 NO PARKING ODD	0	0	0	0	0	0.00	0.00
92 NO PARK 7AM-5PM	0	0	0	0	0	0.00	0.00
94 MEDIAN	0	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	0	0	2	0.00	42.00
96 30' SIGN/INTERSECTN	0	0	0	0	0	0.00	0.00
97 NO ACCESS/HDCP	0	0	0	0	0	0.00	0.00
98 12" CURB	0	0	0	0	3	0.00	54.75
99 12"CURB 1 WAY	0	0	0	0	0	0.00	0.00
101 FACING WRONG2W	0	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	0	9	0	0	0	0.00	1,260.00
110 EXCEEDED 90 MIN	0	0	0	0	0	0.00	0.00
111 FRONT YARD	0	0	0	0	3	0.00	198.00
199 PARKING BAN	0	0	15	0	16	613.00	648.00
200 OVERTIME PARKING	0	0	0	0	6	126.75	65,701.75
201 PARKING BAN	0	42	47	0	210	1,842.00	15,504.00
202 CITY ROW	0	0	0	0	0	0.00	0.00
Other	0	0	1	1	21	0.00	0.00
TOTALS:	0	68	71	2612	2,638.00	111,985.00	

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254  
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 2680

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93%      0 %  
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83.      100 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93%      2.54 %  
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.0%      97.46 %



## HOST AGREEMENT

Agreement between MLFLW, LLC, DBA FLW ("FLW") and City of Plattsburgh and Adirondack Coast Visitors Bureau ("CP/ACVB") for a FLW Bass Fishing League event to be held 6/20/2020 on Lake Champlain.

### **FLW agrees to provide:**

1. Exposure in pre-season press information distributed nationwide to dailies and weeklies plus radio and television stations within the tournament's Designated Market Area (DMA).
2. Exposure in the extensive pre- and post-tournament coverage including:
  - a) Pre- and post-event press releases sent to daily and weekly newspapers in surrounding states when applicable.
  - b) Editorial coverage on the FLW website.
3. A 3-column-inch, four-color, classified advertisement in *FLW Bass Fishing* magazine. It is the responsibility of the host to provide the finished ad to FLW Bass Fishing magazine per the guidelines listed in the FLW Advertisers Guide.

### **CP/ACVB agrees to provide:**

1. A cash payment to FLW in the amount of \$2,500 due and payable by June 1, 2020 (to be paid by Adirondack Coast Visitors Bureau).
2. A designated area for the weigh-in at the Plattsburgh City Marina at no cost to FLW. This includes any ramp fees, parking fees or usage fees applicable.

In the event that FLW could not hold this fishing tournament on Lake Champlain due to extreme high or low water conditions, or other conditions that would prohibit a successful bass tournament, FLW reserves the right to change the tournament location. If the tournament location is moved to a place other than Lake Champlain, CP/ACVB will no longer be responsible for the obligations of this contract.

Confidentiality. The information in this contract is confidential. It is to be evaluated solely and exclusively by the person/entity named below and is not to be reproduced, reprinted or distributed in any way without the prior written consent of FLW. It is anticipated that both parties will want to publicize the fact that FLW will hold this event, however, FLW and CP/ACVB agree to hold in strict confidence all information

relating to this Agreement and/or CP/ACVB's or FLW's business supplied in connection herewith which is received by either CP/ACVB or FLW from the other. CP/ACVB will not publicly announce FLW tournament location prior to FLW announcing its entire 2020 FLW BFL schedule. A violation of this section will constitute a breach of this Agreement.

Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation shall not in any way be affected or impaired thereby.

Negotiated Terms. This Agreement has been the result of negotiations between the parties, and therefore the parties agree neither the Agreement nor portions of the Agreement's language are to be construed against any party as a drafter of the Agreement or any portions thereof.

Entire Agreement. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein. No other agreements, representations or promises or amendments shall apply unless made in writing and expressly made a part of this Agreement.

Force Majeure. If for any reason due through no fault or negligence of either part hereto so that either party is prevented (a "force majeure") to fill its obligations due to either an Act of God, including high, low or unsafe water conditions to CP/ACVB a fishing tournament, national emergency, governmental directive then either party may cancel this Agreement upon prompt written notice to the other party. In the case of a force majeure both parties are relieved of any obligations set forth hereunder and any payment made to FLW will be refunded to CP/ACVB.

AGREED:

Bill Taylor  
FLW, LLC  
30 Gamble Lane  
Benton, KY 42025

By: Bill Taylor

Title: Senior Director of Operations

Date: 12/4/2019

AGREED:

Colin Read  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

By: \_\_\_\_\_

Title: Mayor of Plattsburgh, NY

Date: \_\_\_\_\_

AGREED

Kristy Kennedy  
Adirondack Coast Visitors Bureau  
PO Box 310  
Plattsburgh, NY 12901

By: \_\_\_\_\_  
Kristy Kennedy

Title: Vice President of Marketing

Date: \_\_\_\_\_

**Please return signed copy to: FLW, Attn: FLW Contract Department, 30 Gamble Lane, Benton, KY 42025 or email signed copy to [Christy.Centofanti@flwfishing.com](mailto:Christy.Centofanti@flwfishing.com)**





2020 FLW Series  
July 9-11, 2020  
Lake Champlain – Plattsburgh, NY

### **SITE AGREEMENT**

This Agreement made and entered into between MLFLW, LLC, (dba FLW) with offices at 30 Gamble Lane, Benton, KY 42025, hereinafter referred to as “FLW” and City of Plattsburgh, 41 City Hall Place, Plattsburgh, NY 12901, and Adirondack Coast Visitors Bureau, 7061 Route 9, Plattsburgh, NY 12901, hereinafter referred to as “CP/ACVB”.

WHEREAS, FLW promotes and markets regional and national fishing tournaments;

WHEREAS, CP/ACVB desires to host an FLW Series qualifying event (“EVENT”) taking place July 9-11, 2020, on Lake Champlain.

WHEREAS, FLW and CP/ACVB agree that all prior agreements and understanding with respect to the subject matter of this Agreement are hereby canceled;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

For EVENT, takeoff and weigh-in activities, July 9-11, 2020, will be conducted lakeside at Plattsburgh City Marina, 5 Dock Street, Plattsburgh, NY 12901.

**TERM.** This Agreement shall be effective from the date of signature through July 12, 2020.

(“Term”).

## **1. FLW RESPONSIBILITIES.**

- a. FLW Magazine:** FLW will provide CP/ACVB with the following:
  - i. One (1) full-page, four color ad in *FLW Bass Fishing* magazine; ad is to run during CY 2020. Ad and artwork to be provided by CP/ACVB, deadline dates and mechanical requirements apply;
  - ii. Editorial coverage of Events.
- b. Internet:** FLWFishing.com will provide the following:
  - i. Editorial coverage of Events;
  - ii. Continual mention and exposure for Lake Champlain and Plattsburgh, NY.
- c. Public Relations:** FLW will provide the following via public relations:
  - i. Event location mention in the pre-season press kits distributed to daily and targeted weekly newspapers as well as to national radio and television stations;
  - ii. Event location mention in pre-and post-Event coverage including, but not limited to press releases sent to national daily and weekly newspapers, press release sent to national broadcast media via PR Newswire (or comparable wire service) and other national newswires including the Associated Press and Reuters;
  - iii. Inclusion in local advertising and promotion surrounding Events when applicable;
  - iv. When possible, site mention during television and radio interviews arranged by FLW;
  - v. Plattsburgh, NY will be recognized as the official site of Event;
  - vi. Lake Champlain will be recognized as the official host fishery of Event;
  - vii. CP/ACVB will be recognized as the official host organization of Event.
- d. Insurance:** FLW will provide the following insurance:
  - i. FLW will provide CP/ACVB with evidence that it has caused to be written with an insurance company a Comprehensive public liability and property damage insurance policy for bodily and personal injury, death or property damage occurring during Event in an amount with limits for each occurrence that is not less than \$1,000,000.00 combined single limit, covering the period of Event specified above.

## **2. CP/ACVB RESPONSIBILITIES.**

- a. Consideration:** ACVB agrees to pay cash consideration to FLW in the amount of Twenty Thousand Dollars (\$20,000) for EVENT, due in full on or before June 9, 2020.
- b. In-Kind Services:** CP/ACVB agrees to provide the following services at no charge to FLW:
  - 1. **Registration:** CP/ACVB will provide FLW a registration and pre-tournament meeting location with seating for four hundred fifty (450), at Crete Memorial Civic Center, 4 Beach Road (Highway 9), Plattsburgh, NY 12901, available from 9am-7pm on Wednesday, July 8, 2020.
  - 2. **Plattsburgh City Marina:** CP/ACVB will provide the following for Event activities:

- a. Use of Plattsburgh City Marina, Dock Street Landing and docks for set-up, takeoff and weigh-in activities. This includes any ramp fees, parking fees or day-use fees applicable.
3. **Lakeside Security:** ACVB will provide lakeside security for the FLW Trailer/Equipment for EVENT at Lake Champlain from 6 p.m. to 6 a.m. each day of the EVENT beginning on Wednesday, July 8, 2020.
4. **Advertisement:** ACVB will assist in securing advertisement space/time for the EVENT on radio, television, print, and billboards with prior approval from FLW.
5. **Permits:** CP/ACVB will assist FLW with acquiring any permits necessary for holding EVENT.
6. **Tournament Liaison:** ACVB will serve as FLW's local liaison during the planning stages and event dates. ACVB will also assist in the coordination of launch sites, media, volunteers, and other vital services on behalf of FLW.

**3. CONFIDENTIALITY.** It is anticipated that both parties will want to publicize the fact that FLW will hold Event in Plattsburgh, NY, on Lake Champlain, however, FLW and CP/ACVB agree to hold in strict confidence all information relating to this Agreement and/or CP/ACVB or FLW's business supplied in connection herewith which is received by either CP/ACVB or FLW from the other. CP/ACVB will not publically announce FLW tournament location prior to FLW announcing its entire 2020 FLW Series schedule. A violation of this section will constitute a breach of this Agreement.

**4. SEVERABILITY.** In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation shall not in any way be affected or impaired thereby.

**5. NEGOTIATED TERMS.** This Agreement has been the result of negotiations between the parties, and therefore the parties agree neither the Agreement nor portions of the Agreement's language are to be construed against any party as a drafter of the Agreement or any portions thereof. This Agreement is not assignable by CP/ACVB without the prior written consent of FLW. This Agreement is not assignable by FLW without the prior written consent of CP/ACVB, except it shall be assignable by FLW without the consent of CP/ACVB to a purchaser upon a sale of all or substantially all of the assets of FLW. FLW shall have the right to terminate this Agreement no later than 120 days prior to the first day of the Event, upon a change in control of FLW or a sale of all or substantially all of the assets of FLW.

**6. ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement between the parties concerning the subject matter herein. No other agreements, representations or promises or amendments shall apply unless made in writing and expressly made a part of this Agreement.

**7. FORCE MAJEURE.** If for any reason due through no fault or negligence of either part hereto so that either party is prevented (a "force majeure") to fill its obligations due to either an Act of God, including high, low or unsafe water conditions to host a fishing tournament, national emergency, governmental directive then either party may cancel this Agreement upon prompt written notice to the other party. In the case of a force majeure both parties are relieved of any obligations set forth hereunder and any payment made to FLW will be refunded to CP/ACVB.

**AGREED**

Kathy Fennel  
FLW, LLC  
30 Gamble Lane  
Benton, KY 42025

By: \_\_\_\_\_  
Kathy Fennel

Title: President, Operations Department

Date: \_\_\_\_\_

**AGREED**

Colin Read  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

By: \_\_\_\_\_  
Colin Read

Title: Mayor of Plattsburgh, NY

Date: \_\_\_\_\_

**AGREED**

Kristy Kennedy  
Adirondack Coast Visitors Bureau  
PO Box 310  
Plattsburgh, NY 12901

By: \_\_\_\_\_  
Kristy Kennedy

Title: Vice President of Marketing

Date: \_\_\_\_\_



**Richard A. Marks**  
City Chamberlain

**Department of Finance**  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held December 12<sup>th</sup>, 2019, the following resolution was adopted:

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

**WHEREAS**, the following resolution was adopted on December 12<sup>th</sup>, 2019, and

**WHEREAS**, the Capital Expenditure Plan for 2018 adopted October 5<sup>th</sup>, 2017, includes a Downtown Improvements category, and

**WHEREAS**, the Infrastructure and Planning Department established a 2018 Glens Falls National Bank Parking Lot project that was not included in the Capital Expenditure Plan adopted October 5<sup>th</sup>, 2017, and

**WHEREAS**, the cost of the 2018 Glens Falls National Bank Parking Lot project had been estimated to provide for the costs for the project during 2018, and is being revised for 2019, and is also being renamed the 2018 Arnie Pavone Memorial Parking Plaza, as follows:

	<b>2018 Capital Plan</b>	<b>2018 Estimated Cost</b>	<b>2019 Revised Cost</b>
Arnie Pavone Memorial Parking Plaza	\$ -	\$ 500,000	\$ 500,000
Demolition management & cost	-	-	234,650
Parking lot construction	-	-	150,000
Eng. design, remediation & bid work	-	-	43,988
	<u>          </u>	<u>          </u>	<u>          </u>
Total	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 928,638</u>

Project Funding:

Parking (SAD) Fund Advance	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 928,638</u>
Total	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 928,638</u>

Now therefore,

**BE IT RESOLVED**, by the Common Council of the City of Plattsburgh, New York, this 12<sup>th</sup> day of December, 2019, as follows:

- 1) That, the amount of Nine Hundred Twenty-eight Thousand Six Hundred Thirty-eight and 00/100 (\$928,638.00) Dollars is hereby appropriated to the Capital Project **2018 Arnie Pavone Memorial Parking Plaza (H5110.65)** for the revised cost of the project described above and is hereby authorized to be expended for such purpose.
- 2) That, Nine Hundred Twenty-eight Thousand Six Hundred Thirty-eight and 00/100 (\$928,638.00) Dollars of such appropriation be provided by an advance from the Parking Fund (SAD) Fund in order to pay for the improvements listed above, but that such advance must be repaid to the Parking Fund by year end 2020 in the event that funding for this project is sourced through Bond Anticipation Notes, Serial Bonds or other sources.
- 3) That, this resolution takes effect immediately.

On Roll Call,

**CERTIFIED A TRUE COPY**

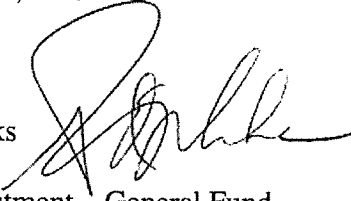
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**CITY CLERK**



**Richard A. Marks**  
City Chamberlain

**Department of Finance**  
6 Miller Street  
Plattsburgh, NY 12901  
518-563-7704 TEL  
518-563-1714 FAX

DATE: December 12<sup>th</sup>, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Adjustment – General Fund

It is being requested to adjust the 2019 General Fund Budget, as follows:

Increase: General Fund – Police Motor Vehicles	13120000-2300	\$14,500.00
Increase: General Fund – Insurance Proceeds	00001127-2680	\$14,500.00

To provide for unbudgeted estimated revenues and appropriations for the Police Department in the General Fund for the reimbursement for vehicle #302 which has been deemed a total loss by the City's insurance carrier and for the purchase of a similar used vehicle for the same amount as the insurance proceeds. The budget adjustment will increase the General Fund budget for estimated revenues and appropriations equally in 2019 by \$14,500, therefore not requiring the use of Unassigned Unappropriated Fund Balance from the General Fund.

Thank you for your attention to this request.

Cc: Chief Ritter  
Melisa Lucia  
Barbara Phillips  
Lynda Mulcahy

## MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made this \_\_\_\_ day of September 2019, and effective as of the 1<sup>st</sup> day of October 2019 (the "Commencement Date"), by and between CHAMPLAIN VALLEY PHYSICIANS HOSPITAL MEDICAL CENTER ("CVPH") having an address at 75 Beekman Street, Plattsburgh, New York 12901, and THE CITY OF PLATTSBURGH (the "City"), a municipal corporation with offices at 41 City Hall Place, Plattsburgh, New York 12901. For purposes of this Agreement, CVPH and City are sometimes referred to each individually as a "Party" and collectively as the "Parties."

WHEREAS, the City has established an Emergency Medical Service (EMS) Medical Director Consultant position; and

WHEREAS, the City desires to obtain the services of a medical director for the City for its City Fire Department Emergency Medical Service; and

WHEREAS, CVPH is a not-for-profit corporation duly organized and existing under the laws of the State of New York and operates a general hospital in Plattsburgh, Clinton County, New York; and

WHEREAS, CVPH employs and is willing to provide the services of an emergency care physician duly licensed to practice his/her profession under the laws of the State of New York to serve as a medical director for the City Fire Department Emergency Medical Service ("Medical Director").

NOW, THEREFORE, in consideration of the mutual covenants and for good and valuable consideration, CVPH and the City hereby agree as follows:

1. Commencement Date; Services.

(a) CVPH shall commence the provision of services under this Agreement as of October 1, 2019 (the "Commencement Date"). This Agreement shall have an initial term of one (1) year (the initial term, and any renewal terms shall be referred to as a "Term"). Thereafter, this Agreement shall continue for successive one (1) year terms, unless either Party provides written notice, at least thirty (30) days prior to the last day of the then current term, of its intent not to renew or as set forth in Section 3 below.

(b) The services that CVPH shall provide to the City (the "Services") shall consist of those medical director services, relating to the operation of the City's emergency medical service, as are specifically identified on Schedule A attached hereto and made a part hereof (the "Services").

(c) CVPH and the City agree that Tiffany Bombard, NRP, MD shall be appointed to act on behalf of CVPH as the Medical Director. The Medical Director is and shall remain: (i) duly licensed as physician in New York State; and (ii) in compliance with such other medical



director requirements as may be established by any applicable Regional Emergency Medical Services Council ("REMAC") or other governmental City or authority.

(d) Medical Director shall devote such time and efforts to the performance of the Services as is necessary to satisfy his/her duties and obligations hereunder; provided that, notwithstanding the foregoing or any other provision of this Agreement, the hours that the Medical Director shall devote to the provision of Services shall not exceed four and one-half (4.5) hours per month, unless otherwise mutually agreed upon in writing. In connection with the provision of the Services, Medical Director shall comply with any and all applicable statutes and regulations.

(e) The City hereby represents and agrees that: (i) the City is not, and shall not be during the Term of this Agreement, bound by or obligated under, or a party to, in any manner, any other agreement or arrangement inconsistent with the terms of this Agreement or which might reasonably interfere or conflict with the duties and obligations of City or CVPH hereunder; (ii) the City is authorized to enter into and perform under this Agreement; (iii) the Services of CVPH under this Agreement are not inconsistent with, or in breach or violation of, any other agreement, arrangement, duty or obligation to which the City may be bound; (iv) the City is in compliance with all applicable statutes, rules and regulations. The City shall provide such administrative services, resources and support to the Medical Director as is necessary for the performance of the Services hereunder.

2. Fees and Expenses. As compensation for the performance of the Services under this Agreement, the City shall pay to CVPH the hourly rate of Two Hundred Three and 90/100 (\$203.90) Dollars (the "Fee") which said Fee shall not exceed Ten Thousand and NO/100 (\$10,000.00) Dollars for each one (1) year Term. The annual Fee shall be payable quarterly commencing on the Commencement Date and then continuing thereafter on a quarterly basis. In view of the status of the Medical Director as an independent contractor of the City, the City shall not be obligated to withhold or pay any amounts, for taxes or otherwise (including, without limitation, for payroll, withholding, Social Security or similar taxes, or for any unemployment or workman's compensation insurance), from the Fee paid to CVPH hereunder. CVPH shall be entitled to reimbursement from the City for reasonable expenses incurred by CVPH in connection with the performance of CVPH's Services hereunder. The parties agree that payments have been negotiated in good faith and represent fair market value for the Services provided by CVPH.

3. Termination.

(a) Either Party may terminate this Agreement without cause upon the provision of at least thirty (30) days' prior written notice to the other Party.

(b) Either Party may terminate this Agreement immediately, upon the provision of written notice to the other Party, in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days following the provision of written notice to the breaching Party from the non-breaching Party specifying the breach.

(c) In the event of the termination of this Agreement by the City without cause, or a termination of this Agreement by CVPH as a result of a breach by the City, then CVPH shall be entitled to keep the entire Fee. In the event of the termination of this Agreement by CVPH without cause, or a termination of this Agreement by the City as a result of a breach by CVPH, then CVPH shall only be entitled to keep the pro-rated portion of the Fee relating to Services rendered prior to the effective date of termination (the "Pro-Rated Fee"), and, accordingly, CVPH shall promptly return to the City the remaining portion of the applicable annual Fee in excess of the Pro-Rated Fee.

4. Confidentiality. (a) All documents, materials and information provided to CVPH by or on behalf of the City in connection with this Agreement or the provision of the Services (collectively, the "Confidential Information") shall be maintained by CVPH on a confidential basis. Except as otherwise provided herein, CVPH shall not, following the date hereof, use, communicate, disclose or disseminate, in any manner whatsoever, any of the Confidential Information, other than in connection with the CVPH's good faith performance hereunder or upon the prior written consent of the City. For purposes of this Agreement, Confidential Information shall not include any documents, materials or information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of CVPH, generally known or available to the public; (b) is hereafter furnished to CVPH by a third party without any breach of any confidentiality obligation to the City; (c) is independently developed by CVPH without any breach of this Agreement; or (e) is required to be disclosed by CVPH under any applicable statutes, regulations or professional obligations, or by any applicable governmental or judicial authorities.

(b) The parties agree that the information being exchanged under this Agreement is confidential information ("Confidential Information"), which may also be Protected Health Information as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), as amended. The parties agree to fully comply with federal and state privacy and confidentiality laws and further agree that the Confidential Information will be held in confidence by the recipient to the same extent the recipient protects its own Confidential Information. The parties agree to share the Confidential Information among the parties only as set forth in this Agreement and agree not to disclose it to others who are not a party to this Agreement. Notwithstanding the foregoing, the Confidential Information may be disclosed to persons within the parties' organization but only to the extent necessary to perform the duties and responsibilities of this Agreement.

(c) CVPH is acting as a business associate of the City and agrees to be bound by the terms and conditions of the Business Associate Agreement between the parties, attached hereto as Schedule B.

5. Records. The City shall provide CVPH with access to and copies of any and all records reasonably required by Contactor in connection with the provision of the Services hereunder, including, without limitation, patient records, unless prohibited by applicable statutes or regulations. To the extent CVPH requires the records of any third party in order to access or copy such records, the City shall cooperate with CVPH and use its best efforts in order to assist CVPH with respect to obtaining such records. The foregoing provisions of this paragraph shall survive any expiration or termination of this Agreement.

6. Insurance. (a) CVPH, at its sole expense, shall obtain commercially reasonable or through self-insurance professional liability insurance on its behalf, which shall cover CVPH and all of CVPH's Services, acts and omissions hereunder, and which shall include, to the extent applicable, any requisite tail insurance or reporting endorsements. Such professional liability insurance shall have coverage limits of at least One Million Three Hundred Thousand Dollars (\$1,300,000) per occurrence and Three Million Nine Hundred Dollars (\$3,900,000) in the aggregate. Such policies shall provide that said liability coverage may not be canceled, lapse or terminate except upon ten (10) days written notice in advance to the City.

(b) The City shall maintain: (i) workers' compensation insurance covering its personnel in amounts equal to or exceeding industry standards and (ii) comprehensive general liability insurance covering the Services. Such coverage shall be in the amounts equal to or exceeding industry standards or such greater amount required by applicable law. City shall provide CVPH with certificates or other reasonable evidence of such insurance or self-insurance coverage, and shall provide written notification to CVPH in the event any such coverage is cancelled, not renewed or materially modified.

7. Legal Compliance.

(a) The parties agree that the compensation set forth in this Agreement is consistent with fair market value in an arm's length transaction and has not been determined in a manner that takes into account the volume or value of any referrals of business otherwise generated or that may be generated between the parties for which payment may be made in whole or in part under the Medicare and/or Medicaid programs or by any third party payor. Nothing in this Agreement should be construed and none of the terms of this Agreement are overtly or covertly, directly or indirectly, in exchange for or to induce the referrals of patients to the City, CVPH or any affiliates of CVPH. It is the intent of the parties that this Agreement fully comply with all federal and state laws, including, without limitation, the Social Security Act and regulations promulgated there under. To the extent that either party to this agreement considers that any one or more of the terms of this Agreement may violate any federal or state law, the parties agree to negotiate in good faith an amendment or restatement of such term in order to comply with such law. The City remains responsible for compliance of the Services with all federal, state, and local statutes, rules and regulations.

(b) The Parties are both committed to compliance with all applicable federal and state laws and regulations. Each party hereby certifies on behalf of itself and its individual directors and officers that it has never been excluded, debarred, suspended, or otherwise determined to be ineligible from participation in any federally funded healthcare program and no proceedings are pending or have been threatened which might result in debarment, exclusion, or determination of ineligibility.

(c) If this Agreement, in the written opinion of counsel for either party, constitutes a material violation of any applicable statute, law, rule or regulation including, but not limited to, the antitrust laws of the United States or the State of New York, due to a material change in such statute, law, rule or regulation, then the parties shall, in good faith, amend this

Agreement in a manner to correct such violation. If this Agreement is not amended within thirty (30) days after written notice to the other party of the violation, this Agreement may be terminated upon thirty (30) days prior written notice.

8. Miscellaneous.

(a) This Agreement: (i) may be amended or modified only by a written instrument executed by both Parties; (ii) may not be assigned or delegated by either Party without the prior written consent of the other Party; (iii) shall be governed by and construed in accordance with the laws of the State of New York; (iv) sets forth the entire agreement between the Parties with respect to the matters contained herein, and supersedes all prior discussions and understandings between them with respect thereto; and (v) may be executed in counterparts. Signed facsimile copies or emailed PDF copies of this Agreement hereof shall be deemed to be originals of this Agreement. Each Party has had the opportunity to participate fully in the review and development of this Agreement, and to consult with legal and other advisors. In interpreting this Agreement, any rules of construction that favor the non-drafting Party shall not apply. The failure of either Party to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times. The headings and captions of the paragraphs of this Agreement are for convenience of reference only and do not form a part thereof, and do not in any way modify, interpret or construe the intent of the Parties or affect any of the provisions of this Agreement.

(b) (i) Notwithstanding any insurance carried by CVPH pursuant to this Agreement or otherwise, CVPH agrees to indemnify and hold harmless the City from all claims, loss, damage or injury of any kind or character, including, without limitation, City's reasonable attorneys' fees and expenses, to any person or property arising from any breach or violation by CVPH in the performance of its obligations under this Agreement.

(ii) Notwithstanding any insurance carried by City pursuant to this Agreement or otherwise, City agrees to indemnify and hold harmless CVPH from all claims, loss, damage or injury of any kind or character, including, without limitation, CVPH's reasonable attorneys' fees and expenses, to any person or property arising from any breach or violation by City in the performance of its obligations under this Agreement.

(iii) In the event that either CVPH or the City becomes aware of any claim arising out of the care and treatment of a patient under this Agreement, each party agrees to give the other written notice containing sufficient particulars to identify the name and address of the allegedly injured person, the time, place and circumstances of the alleged incident, and the names of any available witnesses.

(iv) CVPH and the City agree to cooperate with each other in the defense of claims in enforcing any right of contribution or indemnification against any person or organization who may be liable to either party, including, but not limited to, assisting in securing evidence, obtaining the attendance of witnesses, and attending trials or hearings upon request.

(c) CVPH shall provide the Services hereunder solely as an independent contractor. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create, any employment, City, partnership or any other relationship between the parties hereto, other than that of independent contractors.

(d) All notices and other communications hereunder shall be in writing addressed to the party at its address set forth on the first page hereof, and shall be deemed delivered four (4) days after mailing if sent by certified or registered mail, return receipt requested, or one (1) day after mailing if sent by nationally recognized overnight delivery service; provided that notice of change of address shall be deemed valid only upon receipt.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands and seals as of the day and year first above written.

CVPH: By: ICJ/M 10/21/19  
VP/Chief Medical Officer

City of Plattsburgh: By: \_\_\_\_\_

## SCHEDULE A

The Services to be rendered by CVPH under this Agreement shall consist of the performance of such medical director services as provided below:

1. Assisting with the supervision of the overall quality of patient care provided by the City EMS.
2. Serving on the Regional EMS Council and participating in meetings thereof when feasible.
3. Assisting the City in establishing and maintaining appropriate standards, policies and procedures with respect to quality assurance, utilization review and the provision of professional services.
4. Assisting in the provision of continuing medical education for paramedic personnel, and the maintenance of requisite certifications and licenses.
5. Overseeing that EMS personnel are oriented to the protocols promulgated by the REMAC and other required and/or applicable protocols for the City's areas of operations.
6. Interacting with the applicable REMAC in the development of protocols, the regional Quality Improvement process and in disciplinary issues.
7. Assisting with the development and submission of such reports and other documentation as may be required by applicable statutes, regulations or governmental authorities.
8. Assisting with the supervision of the maintenance, retention and confidentiality of patient records.
9. Assist in the development of the City EMS leadership in its area of operation.
10. Meet with the City Fire Chief or other designees as needed or requested.
11. Assist EMS personnel with patient care as determined appropriate by CVPH.
12. Such other Services as City and CVPH mutually agree in writing and required under applicable state and federal laws and regulations as well as required under applicable Regional Emergency Medical Services Council ("REMAC"). Such additional services shall require an amendment to this Schedule A and signed by both Parties.

SCHEDULE B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made effective the 1<sup>st</sup> day of October 2019, by and between The City of Plattsburgh, hereinafter referred to as a “Covered Entity”, and Champlain Valley Physicians Hospital Medical Center, hereinafter referred to as “Business Associate”, (each a “Party” and collectively the “Parties”).

RECITALS

Covered Entity and Business Associate are parties to an agreement (“Underlying Agreement”) pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Title XIII, The Health Information Technology for Economic and Clinical Health Act (“HITECH”), of the American Recovery and Reinvestment Act (“ARRA”).

The parties desire to comply with the requirements set forth in the Privacy and Security Regulations and HITECH concerning the privacy of PHI.

The purpose of this Agreement is to comply with the requirements of the Privacy Rule, the Security Rule, and HITECH, including but not limited to the Business Associate Requirements at 45 C.F.R. Section 164.504(e).

Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION I – DEFINITIONS

- 1.1 Definitions. Unless otherwise provided in this Agreement, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 C.F.R. Sections 160 and 164, and HITECH and its related regulations.

SECTION II – OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Use/Disclosure of PHI. In connection with its use and disclosure of PHI, Business Associate agrees that it shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by law.
- (a)
- 2.2 Safeguards for Protection of PHI. Business Associate agrees to implement and maintain appropriate Technical, Physical, and Administrative Safeguards to prevent the use or disclosure of PHI other than as provided in this Agreement.

- 2.3 Compliance with HITECH Act and Regulations. Business Associate will comply with the requirements of HITECH, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by the Department of Health and Human Services (“HHS”) to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.
- 2.4 General Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI which is not provided for by this Agreement of which Business Associate becomes aware.
- 2.5 Reporting of Breaches of Unsecured Protected Health Information. Business Associate will report in writing to Covered Entity’s Privacy Officer any Breach of Unsecured PHI, as defined in the Breach Notification Regulations, within one (1) business day of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations.
- (b)
- 2.6 Mitigation. Business Associate shall make reasonable efforts to mitigate, to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI.
- 2.7 Subcontractors. Business Associate shall ensure that any agents, including any subcontractor, to whom it provides PHI shall agree to the same restrictions and conditions that apply to Business Associate with respect to PHI. Prior to disclosing PHI to any subcontractor or agent, Business Associate shall enter into a written agreement with such subcontractor or agent that comports with the Business Associate contracting requirements under HIPAA. Such written agreement shall identify Covered Entity as a third party beneficiary with rights of enforcement in the event of any violation. A copy of such agreement shall be provided to Covered Entity upon execution.
- 2.8 Access by Individuals. Business Associate shall provide Covered Entity with access to and copies of PHI, including PHI maintained in a Designated Record Set, and shall provide electronic copies of Electronic PHI in a format designated by Covered Entity, within five (5) business days of a request by Covered Entity, consistent with the access rights of Individuals under 45 CFR 164.524.
- 2.9 Access by Department of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity’s or Business Associate’s compliance with the HIPAA privacy regulations.
- 2.10 Access by Covered Entity. Upon reasonable notice, Business Associate shall make its internal practices, book, and records relating to the use and disclosure of PHI available to Covered Entity for purposes of determining Business Associate’s compliance with the



terms of this Agreement and Business Associate's compliance with HIPAA and HITECH.

- 2.11 Accountings of Disclosures. If Business Associate discloses any PHI, Business Associate shall make available to Covered Entity the information necessary for Covered Entity to provide an Accounting of Disclosures to any Individual who requests such an Accounting, or, in the alternative, Business Associate shall provide an accounting of disclosures directly to the requesting Individual, if requested by Covered Entity. Business Associate shall log or otherwise document all disclosures of PHI and any and all information relating to such disclosures in a manner consistent with the obligations of Business Associate to respond to a request by an Individual for an Accounting of Disclosures in accordance with 45 CFR §164.528. Such log of disclosures shall be maintained for not less than six years after the disclosure of PHI.
- 2.12 Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to Covered Entity's obligations under the Privacy Rule.
- 2.13 Restrictions and Revocations. Business Associate shall abide by all restrictions in the use and/or disclosure of an Individual's PHI to the extent directed or agreed to by Covered Entity pursuant to 45 CFR 164.522. Business Associate shall abide by all revocations of authorizations regarding the use and/or disclosure of PHI to the extent directed or agreed to by Covered Entity.

### **SECTION III – PERMITTED USES AND DISCLOSURES**

- 3.1 General. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may utilize PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are required by law, or that BA Subcontractor obtains written assurances from any entity to which the PHI is disclosed that the PHI will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such entity.

### **SECTION IV – OBLIGATIONS OF COVERED ENTITY**

- 4.1 Notice of Privacy Practices. Covered Entity has included and will continue to include, in the Covered Entity Notice of Privacy Practices information advising Individuals that Covered Entity may disclose their PHI to Business Associates.
- 4.2 Consents/Authorizations. Covered Entity has obtained and will continue to obtain, from Individuals, consents, authorizations and other permissions that may be required by the

Privacy Rule or applicable state laws and/or regulations prior to furnishing Business Associate PHI pertaining to Individuals.

- 4.3 Restrictions. Covered Entity will promptly notify Business Associate in writing of any restrictions on the use and disclosure of PHI about Individuals that Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.
- 4.4 Revocation of Authorization. Covered Entity shall promptly notify Business Associate in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.
- 4.5 Minimum Necessary. Covered Entity shall only provide Business Associate with the Minimum Necessary information required for Business Associate to comply with its duties and exercise its rights under the Underlying Agreement.
- 4.6 De-identified Information. Business Associate shall own and may retain, after the expiration of this Agreement, all de-identified data sets created using Covered Entity's PHI whether combined with the PHI of Covered Entity, a third party, or standing alone.
- 4.7 Indemnification. Covered Entity acknowledges that it is liable for any breach of the Privacy Rule and Security Rule arising out of its acts and omissions with regard to PHI. As such, Covered Entity shall indemnify and defend the Business Associate from any action, proceeding, or governmental agency investigation or enforcement activity arising out of Covered Entity's improper actions with regard to PHI.

#### SECTION V – SECURITY

- 5.1 Business Associate agrees to implement the Security Rule (security standards as set out in 45 C.F.R. parts 160, 162 and 164), Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (c)
- 5.2 Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware in writing within one (1) business day.
- 5.3 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 5.4 Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement the Security Rule, Administrative, Physical and Technical Safeguards that reasonably and appropriately

protect the Confidentiality, Integrity, and Availability of the electronic Protected Health Information.

- 5.5 Business Associate agrees to make its policies, procedures, and documentation relating to the safeguards described herein available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Security Rule.

#### **SECTION VI – TERM & TERMINATION.**

- 6.1 **Term and Termination.** This Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. The parties acknowledge and agree that the terms and conditions stipulated in this Agreement shall apply to any future written or oral agreements between Covered Entity and Business Associate which involve the use, maintenance, or disclosure of PHI, whether or not this Agreement is incorporated by reference into future agreements executed between the parties.
- 6.2 **Termination for Cause.** Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may in its sole discretion choose to provide Business Associate with notice of the existence of an alleged material breach and provide Business Associate an opportunity to cure the alleged material breach. In the event Business Associate fails to cure the breach to the satisfaction of Covered Entity, Covered Entity may immediately terminate this Agreement.
- 6.3 **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall, if feasible, return or securely destroy all of the PHI that Business Associate maintains in any form and shall not retain any copies of such PHI. If Business Associate believes that it is not feasible to return or securely destroy any such PHI, Business Associate shall so notify Covered Entity in writing. In the event that Covered Entity concurs that the return or secure destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

#### **SECTION VII – MISCELLANEOUS**

- 7.1 **Amendment.** The parties agree that this Agreement shall be deemed automatically amended, by force of law and without further act of the parties, to incorporate any and all amendments to HIPAA or HITECH by statute, regulation or Department of Health and Human Services directive, rule or policy, or an interpretation by any court of competent jurisdiction.
- 7.2 **Interpretation.** Any ambiguity in this Agreement shall be resolved in a manner that brings the Agreement into compliance with the then most current version of HIPAA and

the HIPAA privacy regulations.

- 7.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any other person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 7.4 No agency relationship. In relation to the use, maintenance, and disclosure of PHI that Business Associate received from or on behalf of Covered Entity, Business Associate shall not be an agent of Covered Entity, within the scope of the definitions of agent or agency relationship under Federal common law. The parties acknowledge that Covered Entity shall not have authority to direct or control Business Associate's conduct to an extent or in a manner that would give rise to an agency relationship under Federal common law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

**Champlain Valley Physicians Hospital Medical Center**

By:           /CAKA          

Title:           VP / Chief Medical Officer          

Date:           10/31/19          

**The City of Plattsburgh**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

A RESOLUTION FOR ADOPTING A CAPITAL EXPENDITURE PROGRAM FOR THE YEARS 2020 THROUGH 2024.

At a regular meeting of the Common Council of the City of Plattsburgh, New York held Thursday, December, 12<sup>th</sup>, 2019, the following resolution was offered:

By Councilor: ; Seconded by Councilor:

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF PLATTSBURGH:

That the Capital Expenditure Program for 2020 through 2024, the pages of which are hereby made a part of this resolution, aggregating the sum of Seventy-five Million, Seven Hundred Eighteen Thousand and 00/100 (\$75,718,000.00) Dollars is hereby adopted, subject to the appropriation or appropriations of the necessary funds.

On Roll Call,

CERTIFIED A TRUE COPY

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CITY CLERK

CITY OF PLATTSBURGH, N.Y.

2020 CAPITAL SPENDING Description Of Project	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
<b>1. CLINTON COUNTY COMPOST FACILITY</b>							
TOTAL	0	0	0	0	0	0	
<b>2. WATER POLLUTION CONTROL PLANT</b>							
Belt Filter Press/Dewatering	1,000,000					1,000,000	Sewer Reserve/Bonds
Plant Improvements / Structural	50,000	50,000	50,000	50,000	50,000	250,000	Sewer Reserve/Bonds
MCC Upgrades			1,000,000			1,000,000	Sewer Reserve/Bonds
Primary Clarifier Structural	1,500,000					1,500,000	SR/Grants/Bonds
Primary Clarifier Odor Control	3,000,000					3,000,000	SR/Grants/Bonds
South Façade	2,000,000					2,000,000	SR/Grants/Bonds
Other Façade	2,500,000					2,500,000	SR/Grants/Bonds
Disinfection System Improvements		100,000				100,000	Sewer Reserve/Bonds
Substation Upgrades	2,000,000			500,000		2,500,000	Sewer Reserve/Bonds
Hauled Waste Receiving/Septage	854,000					854,000	SR/Grants/Bonds
Nutrient Feed Building Relocation	2,000,000					2,000,000	SR/Grants/Bonds
Odor Control Improvements				3,000,000		3,000,000	Sewer Reserve/Bonds
Aeration System Upgrades					3,000,000	3,000,000	Sewer Reserve/Bonds
Aeration Tank Odor Control					3,000,000	3,000,000	Sewer Reserve/Bonds
TOTAL:	14,904,000	150,000	1,050,000	3,550,000	3,050,000	22,704,000	
<b>3. SOLID WASTE LANDFILL</b>							
TOTAL:	0	0	0	0	0	0	
<b>4. SANITARY SEWER</b>							
CSO-LTCP-CAPS	1,000,000	100,000	100,000	100,000	100,000	1,400,000	Sewer Reserve
Cornelia St			100,000			100,000	Sewer Reserve
Addoms St			15,000			15,000	Sewer Reserve
TOTAL	1,000,000	100,000	215,000	100,000	100,000	1,515,000	
<b>5. STORM SEWER CONSTRUCTION</b>							
Cornelia, Oak - Margaret			180,000			180,000	Gen Fund
Cornelia St, N. Catherine - Oak			321,000			321,000	Gen Fund
Beekman St, Stratton - Asbury				50,000		50,000	Gen Fund
Palmer St.				170,000		170,000	Gen Fund
TOTAL	0	0	501,000	0	220,000	721,000	

CITY OF PLATTSBURGH, N.Y.

2020 CAPITAL SPENDING Description Of Project	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
<b>6. WATER FILTRATION PLANT</b>							
Plant Improvements / New Plant Evaluation	500,000	500,000	100,000	100,000	100,000	1,300,000	Bonds/WIIA
<b>TOTAL</b>	<b>500,000</b>	<b>500,000</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>	<b>1,300,000</b>	
<b>7. WATER SOURCE OF SUPPLY</b>							
Ground Water Supply	500,000					500,000	Bonds/WIIA
Dam Gate House Valve Replacements	500,000					500,000	Bonds/WIIA
Mead Dam Improvement Construction		9,000,000				9,000,000	Bonds/IIC
Westbrook 1 and 2 Dam Improvement Construction		3,500,000	5,000,000			5,000,000	Bonds/IIC
Raw Transmission Line Replacements	50,000	50,000	50,000	50,000	50,000	250,000	Bonds/WIIA
Misc Watershed						250,000	Bonds
<b>TOTAL</b>	<b>1,050,000</b>	<b>12,550,000</b>	<b>5,050,000</b>	<b>50,000</b>	<b>50,000</b>	<b>18,750,000</b>	
<b>8. WATER DISTRIBUTION SYSTEM</b>							
Cogan Water Work	400,000					400,000	Water Reserve
Beekman St						0	Water Reserve
Cornelia-Trafalgar			200,000			200,000	Water Reserve
Court St, Beekman William		240,000				240,000	Water Reserve
Iowa St		200,000				200,000	Water Reserve
Jay St						0	Water Reserve
Kansas Ave			310,000			310,000	Water Reserve
Kentucky St			150,000			150,000	Water Reserve
Louisiana Ave						0	Water Reserve
MacDonough St.		200,000			205,000	200,000	Water Reserve
Macomb St						0	Water Reserve
Massachusetts St		62,000				62,000	Water Reserve
Nevada Oval (North), NH to NH				317,000		317,000	Water Reserve
Nevada Oval (South), Rt 9 to NH				312,000		312,000	Water Reserve
New Hampshire St				305,000		305,000	Water Reserve
Ohio Street, Nevada to Tennessee	210,000				140,000	350,000	Water Reserve
Palmer St					175,000	175,000	Water Reserve
Riley, Miller - Saily	60,000					60,000	Water Reserve
Rugar St, Olivetti-Sanborn					150,000	150,000	Water Reserve
Veteran's Lane					80,000	80,000	Water Reserve
Replace Laterals Before Paving	50,000	50,000	50,000	50,000	50,000	250,000	Water Bonds
Water Meter Reading System	75,000	50,000	35,000	25,000	25,000	210,000	Water Bonds
Hydrant Replacement Plan	24,000	12,000	12,000	12,000	12,000	72,000	Water Bonds
<b>TOTAL</b>	<b>819,000</b>	<b>814,000</b>	<b>757,000</b>	<b>1,021,000</b>	<b>1,037,000</b>	<b>4,448,000</b>	

CITY OF PLATTSBURGH, N.Y.

2020 CAPITAL SPENDING Description Of Project	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
<b>9. STREET RESURFACING &amp; IMPROVEMENTS</b>							
Addoms St						0	Gen Fund
Beekman St				500,000		500,000	Gen Fund
Bridge S. Peru-Jay (Gen Fund Portion)			100,000			100,000	Gen Fund
Bridge S. Peru-Jay (Chips Portion)			300,000			300,000	CHIPS
Brinkerhoff St, Oak-Margaret				180,000		180,000	Gen Fund
Cogan Ave, Cornelia-Park	300,000					300,000	Gen Fund
Couch St. (N. Catherine-Oak)					400,000	400,000	Gen Fund
Court St, Oak to Beekman			300,000		170,000	470,000	Gen Fund
Massachusetts						290,000	CHIPS
Margaret (Brinkerhoff-Broad)		290,000				290,000	CHIPS
Mason Dr	70,000					70,000	Gen Fund
Miller St					150,000	150,000	Gen Fund
Montcalm	150,000					150,000	Gen Fund
Palmer St., Elm - Bailey		240,000				240,000	CHIPS
Palmer St., Bailey - Dead end		200,000				200,000	CHIPS
<b>UNDEFINED PROJECTS</b>							
Pine St, Saranac-Broad	260,000		550,000	850,000	850,000	2,250,000	CHIPS
Protection Ave						260,000	Gen Fund
Ridgewood Dr	80,000					80,000	CHIPS
Riley Ave Miller-Sally		140,000				140,000	CHIPS
Riley Ave Margaret - Hyde		100,000				100,000	CHIPS
Stratton Pl	60,000					60,000	CHIPS
Turner	50,000					50,000	CHIPS
University Pl	40,000					40,000	CHIPS
Misc Paving	100,000	100,000	100,000	100,000	100,000	500,000	Gen Fund
Street Survey	30,000	30,000	30,000	30,000	30,000	150,000	Gen Fund
Street Borings	15,000	15,000	15,000	15,000	15,000	75,000	Gen Fund
<b>TOTAL</b>	<b>1,155,000</b>	<b>1,115,000</b>	<b>1,395,000</b>	<b>1,675,000</b>	<b>1,715,000</b>	<b>7,005,000</b>	
Net of CHIPS, Miscenelli, etc.	345,000	145,000	545,000	825,000	865,000	4,617,450	
<b>10. BRIDGE &amp; WATERFRONT</b>							
DRI Streetscape/Riverfront Access - Margaret St Arts Park	750,000					750,000	DRI
DRI Streetscape/Riverfront Access - Durkee St Improvements	550,000					550,000	DRI
DRI Streetscape/Riverfront Access - Riverwalk Improvements		500,000	500,000			1,000,000	DRI
DRI Streetscape/Riverfront Access - Macdonough Park Improvements		500,000				500,000	DRI
DRI Streetscape/Riverfront Access - Administrative Support		33,000	34,000			67,000	DRI
Saranac River Trail Phase 2 - Construction (Fed Portion)	33,000					33,000	Federal
Saranac River Trail Phase 2 - Construction (SHPO Portion)	1,496,000					1,496,000	NYOPRHP
Saranac River Trail Phase 2 - Construction (Gen Fund Portion)	500,000					500,000	Gen Fund
Saranac River Trail Phase 2 - Construction (Gen Fund Portion)	374,000	450,000	50,000			824,000	Gen Fund
Bridge Inspection Program						50,000	Gen Fund
Downtown Lighting	20,000					20,000	Gen Fund
<b>TOTAL:</b>	<b>3,723,000</b>	<b>1,483,000</b>	<b>584,000</b>	<b>0</b>	<b>0</b>	<b>5,790,000</b>	



CITY OF PLATTSBURGH, N.Y.

2020 CAPITAL SPENDING Description Of Project	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
<b>11. PUBLIC SERVICE BUILDINGS</b>							
Building Improvements			50,000	50,000		250,000	WR/SR/Gen
Fire Sta.1 - Ramp	50,000	100,000				220,000	Gen Fund
Fire Sta.2 - Ramp	35,000	220,000				35,000	Gen Fund
ADA Transition Plan	300,000	250,000	250,000	250,000	250,000	1,000,000	Gen Fund
Replacement of City Hall Windows	385,000	570,000	300,000	300,000	250,000	1,805,000	DASNY
<b>TOTAL:</b>	<b>385,000</b>	<b>570,000</b>	<b>300,000</b>	<b>300,000</b>	<b>250,000</b>	<b>1,805,000</b>	
<b>12. RECREATION COMPLEX FACILITIES</b>							
Beach Accessory Structure Repair	15,000					15,000	Gen Fund
Beach West End Bathroom Plumbing Repair	10,000					10,000	Gen Fund
Crete Center Roof Repair	250,000					250,000	Gen Fund
Rec Center Building Repairs	25,000	25,000				25,000	Gen Fund
<b>TOTAL:</b>	<b>275,000</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	
<b>13. RECREATION DEPARTMENT FACILITIES</b>							
<b>14. DOWNTOWN IMPROVEMENTS</b>							
Glens Falls Bank Demo & Pavone Lot Construction	500,000	0	0	0		0	FRB/Gen
Broad St Parking Lot Expansion	225,000					225,000	FRB/Gen
Farmers' Market Relocation	235,000					235,000	DR/Gen
Bridge Street Parking Improvements		30,000				30,000	FRB/Gen
Downtown Parking Management System	150,000	30,000				150,000	FRB/Gen
<b>TOTAL:</b>	<b>1,110,000</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,140,000</b>	
<b>15. PUBLIC SERVICE EQUIPMENT</b>							
Recycle Truck			150,000			150,000	Gen Fund
Garbage Packer	310,000					310,000	Gen Fund
Heavy Duty Plow Truck			235,000			235,000	Gen Fund
Large Municipal Tractors (3)		200,000				200,000	Gen Fund
Light/Medium Duty Pick-up		40,000				40,000	WR/SR/Gen
Maintenance Vehicles (3)	150,000					150,000	WR/SR/Gen
One Ton Dumps (3)	50,000	50,000	5,000			105,000	Gen Fund
Loader	200,000				230,000	230,000	WR/SR/Gen
Ambulance (Fire Dept)	710,000	290,000	390,000			1,390,000	Gen Fund
<b>TOTAL:</b>	<b>710,000</b>	<b>290,000</b>	<b>390,000</b>	<b>0</b>	<b>230,000</b>	<b>1,620,000</b>	

CITY OF PLATTSBURGH, N.Y.

2020 CAPITAL SPENDING Description Of Project	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
<b>16. MLD Capital Budget</b>							
REBUILD PMLD TRANS. LINE FROM QUARRY TO ST LAWRENCE 2				550,000		550,000	PMLD Budget
REBUILD 46 KV TRANS. LINE FROM QUARRY TO ST LAWRENCE 2	250,000		150,000			250,000	PMLD Budget
REPLACE Mildred SUBS. AND DECOMMISSION ADIRONDACK SUB					5,000,000	5,000,000	PMLD Budget
WESTEND PHASE 4		100,000				100,000	PMLD Budget
S.PLATT, SHERMAN, GRANT, WATERHOUSE, HARWELL, SELTZER CONY			200,000		300,000	300,000	PMLD Budget
SOUTH PERU - SHERIDAN TO TYRELL, UNDERWOOD CONY							PMLD Budget
EXTEND RUGAR STREET DISTRIBUTION LINE TO REEVES LN		250,000		250,000		250,000	PMLD Budget
106(07)/ 60 FT BUCKET /MH WITH LINE BODY			250,000			250,000	PMLD Budget
108(05)/ 60 FT BUCKET/MH WITH LINE BODY			250,000			250,000	PMLD Budget
110(91)/ HEAVY DUTY DUMP TRUCK				250,000	200,000	250,000	PMLD Budget
114(97)/ DIGGER DERRICK							PMLD Budget
115(05)/ SERVICE TRUCK				250,000		250,000	PMLD Budget
118(95)/ 60FT BUCKET/MH WITH LINE BODY		250,000				250,000	PMLD Budget
104(01) LINE SUPERVISOR/4X4 UTILITY		60,000				60,000	PMLD Budget
107(01)/ LINE DEPT / 4X4 SM DUMP TRUCK	60,000					60,000	PMLD Budget
119(02)/ LINE DEPT / 4X4 SM DUMP TRUCK	40,000					40,000	PMLD Budget
132(02)/ LINE DEPT/ 4X4 PICK-UP	50,000					50,000	PMLD Budget
Electric Forklift							PMLD Budget
FORKLIFT(75)							PMLD Budget
STRINGING TRAILER		60,000				60,000	PMLD Budget
<b>TOTAL:</b>	<b>400,000</b>	<b>720,000</b>	<b>900,000</b>	<b>1,050,000</b>	<b>5,500,000</b>	<b>8,570,000</b>	
<b>SUMMARY</b>							
1. Clinton Co. Compost Facility	0	0	0	0	0	0	
2. Water Pollution Control Plant	14,904,000	150,000	1,050,000	3,550,000	3,050,000	22,704,000	
3. Solid Waste Landfill	0	0	0	0	0	0	
4. Sanitary Sewer System	1,000,000	100,000	215,000	100,000	100,000	1,515,000	
5. Storm Sewer System	0	0	501,000	0	220,000	721,000	
6. Water Filtration Plant	500,000	500,000	100,000	100,000	100,000	1,300,000	
7. Water Source of Supply	1,050,000	12,550,000	5,050,000	50,000	50,000	18,750,000	
8. Water Distribution System	819,000	814,000	757,000	1,021,000	1,037,000	4,448,000	
9. Street Resurfacing & Improvements	1,155,000	1,115,000	1,395,000	1,675,000	1,715,000	7,055,000	
10. Bridge & Riverfront	3,723,000	1,483,000	584,000	0	0	5,790,000	
11. Public Service Bldgs.	385,000	570,000	300,000	300,000	250,000	1,805,000	
12. Recreation Complex Facilities	275,000	25,000	0	0	0	300,000	
13. Recreation Dept Facilities	0	0	0	0	0	0	
14. Downtown Improvements	1,110,000	30,000	0	0	0	1,140,000	
15. Public Service Equipment	710,000	290,000	390,000	0	230,000	1,620,000	
16. Municipal Lighting Department	400,000	720,000	900,000	1,050,000	5,500,000	8,570,000	
<b>TOTAL:</b>	<b>26,031,000</b>	<b>18,347,000</b>	<b>11,242,000</b>	<b>7,846,000</b>	<b>12,252,000</b>	<b>75,718,000</b>	

CITY OF PLATTSBURGH, N.Y.

2020 CAPITAL SPENDING Description Of Project	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
<b>2020 BUDGET FUND DEBITS:</b>							
Federal Aid	1,496,000						
N.Y. State Aid	800,000						
General Fund	2,185,667						
Water Reserve	736,667						
Sewer Reserve	1,066,667						
Water Bonds	149,000						
Sewer Bonds	0						
WPCP Capital Budget	0						
Rec Complex	0						
Special Assessment	0						
Refuse Collection	0						
Compost Reserve	0						
PMLD Bond	0						
IEEP	0						
PMLD Budget	400,000						
<b>TOTAL</b>	<b>6,834,000</b>						

FUNDING SOURCE	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
Sewer Reserve	7,616,667	380,000	16,667	16,667	0	8,030,000	
Water Reserve	1,236,667	130,000	16,667	16,667	0	1,400,000	
Water Bonds	1,199,000	13,864,000	5,907,000	1,171,000	1,187,000	23,328,000	
Sewer Bonds	8,354,000	0	1,265,000	3,650,000	3,150,000	16,419,000	
General Fund Bonds	2,383,167	1,800,000	2,502,667	1,841,667	2,315,000	10,842,500	
NYS CHIPS	300,000	390,000	100,000	100,000	100,000	990,000	
NYS DASNY	300,000	0	0	0	0	300,000	
NYS OPRHP	500,000	0	0	0	0	500,000	
NYS FRB/DR/Other	2,245,500	1,063,000	534,000	0	0	3,842,500	
Federal Funding	1,496,000	0	0	0	0	1,496,000	
Rec Complex Bonds	0	0	0	0	0	0	
MLD Bonds	400,000	720,000	900,000	1,050,000	5,500,000	8,570,000	
<b>Total</b>	<b>26,031,000</b>	<b>18,347,000</b>	<b>11,242,000</b>	<b>7,846,000</b>	<b>12,252,000</b>	<b>75,718,000</b>	

DEBT SERVICE	2.9% interest rate	periods 15	2020	2021	2022	2023	2024	5 Year Total	SOURCE OF FUNDS
Water Debt Service			99,711	199,422	1,352,378	1,843,615	1,940,998	5,436,125	
Sewer Debt Service			694,734	1,389,468	1,389,468	1,494,668	1,798,209	6,766,548	
General Debt Service			198,189	396,377	546,068	754,195	907,351	2,802,180	
Rec Complex Debt Service			0	0	0	0	0	0	
MLD Debt Service			33,265	66,529	126,406	201,252	288,572	716,024	
<b>Total</b>			<b>1,025,899</b>	<b>2,051,797</b>	<b>3,414,321</b>	<b>4,293,730</b>	<b>4,935,130</b>	<b>15,720,877</b>	



# Plattsburgh, New York

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

Jonathan P. Ruff, P.E.  
Environmental Manager

[ruffj@cityofplattsburgh-ny.gov](mailto:ruffj@cityofplattsburgh-ny.gov)

December 11, 2019

To: Mayor Read and Members of the Common Council

Fr: Jonathan Ruff

Re: WRRF Dewatering and Primary Clarifier Upgrades Project

It is respectfully requested that the Common Council authorize soliciting bids for the Water Resource Recovery Facility Dewatering and Primary Clarifier Upgrades Project.

Funding is anticipated to be from WIIA and DOS grants, WIIA loans, and the Sewer Reserve, as necessary.

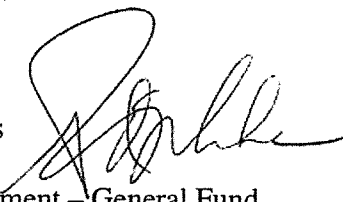
Please contact me if you have any questions.

ec: Richard Marks



**Richard A. Marks**  
City Chamberlain

**Department of Finance**  
41 City Hall Place  
Plattsburgh, NY 12901  
518-563-1680 TEL  
518-563-1714 FAX

DATE: December 11<sup>th</sup>, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Adjustment – General Fund

It is being requested to adjust the 2019 General Budget, as follows:

Increase: General Fund – Fire, Capital Outlay	13410000-3000	\$35,000.00
Increase: General Fund – Fire, Separation Pay	13410000-1500	\$35,000.00

To provide for the unbudgeted costs for purchase of a new defibrillator through a transfer of appropriation not needed for separation accumulated benefit value payout. The additional funding is requested by the Fire Chief to replace unreliable equipment and the budget adjustment will not increase the General Fund budgeted appropriations in 2019.

Thank you for your attention to this request.

Cc: Scott Lawliss  
Barbara Phillips  
Lynda Mulcahy



11 British American Blvd, Suite 200  
Latham, New York 12110  
tel: 518-782-4500  
fax: 518-786-3810

December 4, 2019

Mr. Jonathan Ruff, P.E.  
Environmental Manager  
Environmental Services Department  
41 City Hall Place  
Plattsburgh, New York 12901

Subject: Water Resource Recovery Facility (WRRF) Mitigation Project  
Amendment 1 – Final Design Engineering Services Proposal

Dear Mr. Ruff:

Camp Dresser McKee & Smith (CDM Smith) is pleased to present the City of Plattsburgh (City) with this amendment for advancing elements of the Water Resource Recovery Facility (WRRF) Mitigation Project through to final design.

### **Project Understanding**

The City has taken numerous steps to redevelop its downtown and waterfront areas in the years since the Plattsburgh Air Force Base closed, including participating in the New York State Department of State (NYSDOS) Division of Coastal Resources Local Waterfront Revitalization Program (LWRP) to guide waterfront redevelopment. Through this work, redeveloping the Dock Street Landing site to incorporate mixed use development to complement the waterfront park/boat launch areas was identified as a key initiative in the overall program. Dock Street Landing is located across the Saranac River from downtown Plattsburgh and just south of the confluence of the Saranac River and Lake Champlain. A key constraint to redeveloping this location is the City's WRRF which is located between Dock Street Landing and the Saranac River forming a major impediment to public access in the area.

As part of the Waterfront Rediscovery Program, the City retained CDM Smith to identify and evaluate alternatives to mitigate the impact of the WRRF on the surrounding area including aesthetics, traffic, noise and odors. As a result, CDM Smith produced a final WRRF Mitigation Feasibility Study in August 2011 that recommended various solutions, including:

- Relocating the septage receiving station from the south side of the WRRF adjacent to Dock Street Landing to the northwest corner of the facility to mitigate traffic, odor and noise.





Mr. Jonathan Ruff, P.E.  
December 4, 2019  
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- Relocating a chemical storage building from the south side of the WRRF to the north side adjacent to the chlorine contact tank to mitigate traffic and for aesthetics.
- Various odor control measures including covering open channels at the headworks and portions of the primary clarifiers and providing new odor control equipment.
- Aeration system enhancements to mitigate noise and visual impacts.
- Aesthetic improvements to the WRRF facades.

Since that time, the City received a Downtown Revitalization Initiative Grant from the NYSDOS to spur redevelopment activities which includes a new emphasis on the WRRF Mitigation Project. The City also recently received a New York State Water Infrastructure Improvement Act (WIIA) Grant based on an Engineer's Report and grant application prepared by CDM Smith. The City then contracted with CDM Smith to further define the mitigation measures described above in a Basis of Design Report.

CDM Smith completed preliminary engineering and prepared various technical memorandums addressing the scope of work items identified above. This scope of work is for advancing the following work packages through to final design for public bidding.

***Disinfection Chemical Building***

A new Disinfection Chemical Building will be constructed on the north side of the WRRF in the area currently occupied by a grass island near the maintenance garage. The building will include four separate spaces as follows:

- Sodium Hypochlorite room with one chemical bulk storage tank, metering pumps and piping.
- Sodium Thiosulfate room with two chemical bulk storage tanks, metering pumps and piping.
- Mechanical room with tempered water system for eye wash units and backflow preventer to provide protected water for this system as well as hose bibs in the building and fire protection riser for the Sodium Hypochlorite room.
- Electrical room with 480V panelboard, stepdown transformer, 120/208V panelboard and PLC to control all new process equipment.

The building will have a cast-in-place concrete foundation and chemical containment areas with above grade walls constructed of CMU. The type of façade placed over the CMU will be determined during final design. The building will have a flat roof accessible by stairs with a parapet wall allowing personnel to maintain the rooftop mounting heating and ventilation equipment. The roof will also have removable planks to allow removal and replacement of the chemical storage tanks in the future.



Mr. Jonathan Ruff, P.E.  
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Site/civil improvements include constructing a sloped concrete chemical unload area that drains to an underground storage tank, re-configuration of existing curbs and asphalt paved areas and new underground double contained chemical piping to the chlorine contact tank.

#### ***Hauled Waste Receiving Station***

The Hauled Waste Receiving Station will consist of two nozzles with valves and camlock connections located on the exterior walls of the Disinfection Chemical Building. Piping from the camlock connections will extend below grade and tap into the existing forcemain from the Cumberland Avenue Pump Station that is routed below the driveway in the area of the building. The forcemain is a gravity pipe in this area that connects to the main WRRF influent gravity sewer on the property.

The nozzles will be located on the east and west sides of the building allowing two trucks to offload simultaneously as they do today. Building exterior hose bibs will be provided to wash down the unloading area as necessary with the pavement sloped to catch basins that drain to the underground storage tank being installed for chemical containment during unloading.

No packaged hauled waste receiving equipment or card reader systems are included.

#### ***Odor Control Upgrades***

The odor control upgrades scope of work includes:

- Replacing the exterior influent channel grating with solid covers.
- Replacing the grating over channels, grit chamber and wet well inside the Headworks Building.
- Placing a fixed cover over the entire surface of one primary clarifier including the center well.
- Drawing air from below the above listed covers plus the Headworks Building and directing it to a new carbon absorber odor for treatment.
- Constructing a new Odor Control Building to house the carbon absorber with similar construction materials as described above for the Disinfection Chemical Building.

The Odor Control Building will include a 480V panelboard, stepdown transformer and 120/208V panelboard. The fan control panel will include the motor starter and a fiber optic communications link to plant SCADA for monitoring.

Site/civil work includes minor re-paving on the south side of the WRRF to align with the building's overhead door.





Mr. Jonathan Ruff, P.E.  
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## **Scope of Work**

### ***Kickoff Meeting***

CDM Smith will participate in a kick-off conference call with the City to review key components of the prior technical memorandums and finalize the locations of the two new buildings being constructed.

### ***Surveying***

CDM Smith will utilize commercially available satellite imagery and Lidar contour data to create AutoCAD background files for site plan development. We will subcontract with a NYS licensed land surveyor to locate the following items:

- Edge of curb and pavement spot elevations around the grass island area
- Chlorine contact tank corners and top of wall elevation
- Headworks Building finished floor elevation
- Nutrient Building corners and finished floor elevation
- Manhole locations along with rim and invert elevations on the WRRF property
- Water line valve and hydrant locations
- Drainage culvert locations and inverts

The site survey will not include property boundary locations or investigation of existing easements. The survey will establish one benchmark on the property that can be used later by construction contractors for building layouts.

We will also subcontract with a firm for conducting a 3D laser scan of the Headworks Building interior and exterior facades of all tanks and buildings on the WRRF property. The 3D laser scan of the Headworks Building will be used as the background model for locating new channel covers and ductwork within the space. The 3D laser scan of the site building and tank exterior facades will be completed at the same time for economy of scale but will be utilized during a separate design project addressing improvements to enhance facility aesthetics.

### ***Geotechnical Investigation***

CDM Smith will subcontract with a driller to perform two test borings in the vicinity of both the Disinfection Chemical and Odor Control Buildings that will provide geotechnical information that will be used to design the foundation of both buildings. The test borings will be advanced to approximately 40 feet below ground surface using hollow stem auger drilling methods. Standard Penetration Test (SPT) sampling will be performed at 5-foot intervals in accordance with ASTM D1586 to obtain soil strength data (SPT N-values) and soil samples for subsequent geotechnical





Mr. Jonathan Ruff, P.E.  
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laboratory testing. A CDM Smith geotechnical engineer will be on site during the drilling to log, classify, and collect soil samples. CDM Smith will conduct geotechnical evaluations and analyze and provide a technical memorandum that includes test boring logs and laboratory test results from the exploration program and will provide preliminary foundation recommendations for the proposed structure.

### ***30% Design***

In accordance with New York State General Municipal Law, this project is expected to bid as a single set of contract documents for four separate prime contracts including:

- General
- Electrical
- HVAC
- Plumbing

CDM Smith will prepare a 30% design deliverable that consists of the following:

- Overall site plan
- Underground utility plans
- Disinfection Chemical and Odor Control Building Architectural Floor Plans and Elevations
- Building Structural Floor and Roof Plans
- Demolition Plans
- Disinfection Chemical and Odor Control New Work Plans and Sections
- Ventilation System Demolition Plans
- Ventilation System New Work Plans
- Electrical One Line Diagrams
- Electrical Area Classification Plans
- Electrical Power and Lighting Plans
- Control System Architecture Diagram
- Process & Instrumentation Diagrams for both chemical feed systems and the odor control system





Mr. Jonathan Ruff, P.E.  
December 4, 2019  
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- Specifications table of contents
- Opinion of Probable Cost of Construction (OPCC) of Class 4 (-30% to + 50%) accuracy

CDM Smith will compile the above documents into a Preliminary Design Submittal (approximately 30% design) and hold an internal Technical Review Committee meeting to review the documents. We will then incorporate comments as necessary and submit the package to the City for review and comment. We will provide three half size hard copies of the drawings and an electronic copy in PDF format for this review.

CDM Smith's project manager and lead process engineer will then attend a review meeting at the WRRF to review the project and receive the City's comments. We anticipate having our electrical and controls engineers available by phone for this review meeting.

#### ***60% Design***

CDM Smith anticipates advancing the project to the 60% completion level as the next milestone. We will provide key design updates to the City during this time as required. The 60% design documents will include a progression of the 30% design documents, additional sections, details, schedules and diagrams for each design discipline and specifications for major equipment systems. We will provide three half size hard copies of the drawings and an electronic copy in PDF format plus an electronic copy of the specifications for this review.

CDM Smith's project manager and lead process, electrical and controls engineers will then attend a review conference call with the City to review the project and receive the City's comments.

#### ***90% Design***

CDM Smith will next advance the project to the 90% completion level. The 90% design documents will include all drawings and specifications required for the project. We will provide three half size hard copies of the drawings and an electronic copy in PDF format plus an electronic copy of the specifications for this review.

We will also provide an updated OPCC with this deliverable based on our experience and qualifications and will represent our best judgment as an experienced and qualified professional generally familiar with the construction industry. In general, it is expected that the OPCC generated by CDM Smith could be anywhere between -15% to +20% in accuracy range. However, since CDM Smith has no control over the cost of labor, materials, equipment or services furnished by others, over the contractor's methods of determining prices, or over competitive bidding or market conditions, CDM Smith cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable project cost range prepared.



Mr. Jonathan Ruff, P.E.  
December 4, 2019  
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CDM Smith's project manager and lead process, electrical and controls engineers will then attend a review conference call with the City to review the project and receive the City's comments. We will then update the documents incorporating the City's comments and issue them to the New York State Department of Environmental Conservation (NYSDEC) and Environmental Facilities Corporation (NYSEFC) for review and comment.

#### ***Final Design***

CDM Smith will finalize the contract documents based on comments received from regulatory agencies and provide sealed copies (100% deliverable) of the plans and specifications for the City's use in bidding. We will provide three half size and one full size copy of the drawings, one hard copy of the specifications and an electronic copy in PDF format for the City's records.

#### ***Permitting and Approvals***

CDM Smith understands that the only approvals required are from the NYSDEC and NYSEFC on the completed plans and specifications along with a final "no adverse impact" determination from the State Historic Preservation Office which we will apply for. We understand the State Environmental Quality Review process was previously satisfied as part of the grant application process.

### **Project Scope Assumptions**

CDM Smith makes the following assumptions in developing this scope of work:

- The City will provide facility record drawings and shop drawings of existing equipment.
- A limited site survey will be completed to verify rim and invert elevations of the influent sewer, limits of curb, spot elevations where new paving is required and existing building finished floor elevations.
- One new programmable logic controller (PLC) will be located in the Disinfection Chemical Building and tied into the existing supervisory control and data acquisition (SCADA) platform in the main control room.
- Programming for new controls will be done by a system integrator hired by the General Contractor.
- The buildings will be supported on traditional spread footing or mat slab foundations and pile foundation design is not included.
- Senior staff will provide an independent review in compliance with CDM Smith's Quality Management Procedures (QMPs).
- Bidding and construction phase services will be authorized via amendment.



Mr. Jonathan Ruff, P.E.  
December 4, 2019  
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### Project Schedule

CDM Smith is prepared to begin work on this assignment upon receipt of an executed amendment. Assuming a January 1, 2020 start, we anticipate the following design deliverable milestones:

- 30% Design – March 13, 2020
- 60% Design – May 22, 2020
- 90% Design – July 31, 2020
- Issue for Regulatory Review – August 14, 2020

### Project Cost

CDM Smith proposes to complete the scope of work defined herein on a time and expense basis for a not to exceed fee of \$553,500 thereby increasing our upper limit from \$113,400 to \$666,900. We will utilize the schedule of hourly billing rates included in the original agreement for this amendment. We will invoice the City monthly based on the actual labor hours and out-of-pocket expenses incurred and outside professionals utilized in the execution of the work.

If this is acceptable to the City, please have the Mayor sign and return one copy of this letter to my attention. The signed letter will serve as Amendment 1 to our existing contract.

We appreciate the opportunity to continue working with you on your wastewater infrastructure upgrade projects. Should you have any questions, please do not hesitate to call me at (518) 782-4507.

Sincerely,

Daniel D. Durfee, P.E., BCEE  
Vice President  
Camp Dresser McKee & Smith

Cc: Greg Bold – CDM Smith

Approved:

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Colin Read  
Mayor

---

Date





PLATTSBURGH POLICE DEPARTMENT  
45 PINE STREET  
PLATTSBURGH, NY 12901  
518-563-3411  
518-566-9000 FAX

Levi Ritter  
Chief of Police

December 11, 2019

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

Ladies and Gentlemen:

I respectfully request your approval for a Police Department employee to travel to Oriskany, NY for "FBI Hostage Negotiation School" on 12/16/19-12/20/19. This training is being put on by the NY State Homeland Security and Emergency Services. The total cost should not exceed \$346.25 as there is no cost for the training and hotel expenses, which will be paid for by the Homeland Security and Emergency Services. I apologize for the late request however this training was completely full and an opening just became available for the attending employee. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a faint horizontal line.

Chief Levi Ritter  
Plattsburgh Police Department