

07/01/2019 15:30
14271bee

CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

P 4
picv1rpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/27/19 TO 07/01/19

REFERENCE CASE	LOCATION	COMMENT	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED	COMPLIED
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COMPLAINT/VIOLATION ACTIVITY 06/27/19-07/01/19: 6 CREATED

REPORT TOTALS
COMPLAINT/VIOLATION ACTIVITY 06/27/19-07/01/19: 6 COMPLAINTS/VIOLATIONS .00

** END OF REPORT - Generated by Lisa Beeble **



DEPARTMENT: Building Inspector
 REPORTING PERIOD: 06/27/19 TO 07/01/19

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

COMPLAINT/VIOLATION TOTALS .00

1724 19 ADDOMS ST 06/28/2019
 VIOLATION SEVERITY 0
 GRASS TALL GRASS - OVER 3 FEET HIGH. ALLEGED SKUNKS AROUND THIS HIGH GRASS AREA. COMPLI BY COMPLETED 3 DAYS OPEN

STEPS INITIAL INSPECT ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
 NOTICE INSPECTION NEW NEW 06/30/19
 FOLLOW UP NOTICE INSPECTION NEW NEW
 ORDER REMEDY NOTICE INSPECTION NEW NEW
 APPEARANCE TICKE OTHER LETTER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 06/30/19 06/30/19 .00
 COMPLAINT JIM WELCH .00

COMPLAINT/VIOLATION TOTALS .00

1729 45 CHAMPLAIN ST 07/01/2019
 VIOLATION SEVERITY 0
 PROPERTY MAINTENANCE IN PERSON 0 SCOTT J TETREAULT
 Francis complains that shared electrical spaces are on his meter. No house meter. Paying for common areas. COMPLY BY COMPLETED

STEPS INITIAL INSPECT ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
 NOTICE INSPECTION NEW NEW 07/03/19
 FOLLOW UP NOTICE INSPECTION NEW NEW
 ORDER REMEDY NOTICE INSPECTION NEW NEW
 APPEARANCE TICKE OTHER LETTER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT NICK WALKER 07/03/19 07/03/19 .00
 COMPLAINT NICK WALKER .00

COMPLAINT/VIOLATION TOTALS .00

1727 78 COURT ST 07/01/2019
 VIOLATION SEVERITY 0
 HEDGE LAW VIOLATION GILBERT CASHMAN
 OVERGROWN HEDGE - NORTH CATHERINE SIDE OF PROPERTY COMPLY BY COMPLETED

COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS 6 COMPLAINTS/VIOLATIONS .00





DEPARTMENT: Building Inspector
 REFERENCE LOCATION 14 WILLIAM ST
 CASE COMMENT SEVERITY AREA SOURCE RESPONSIBLE PARTY SEVERITY
 COMPLAINT/VIOLATION

1725 VIOLATION SEVERITY 0 AREA MOUNTAIN HARBOR PROPERTIES LLC
 GARBAGE BROKEN BAGS OF GARBAGE IN BACK YARD. BROKEN FURNITURE THROWN IN BACK YARD.
 STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
 INITIAL INSPECT NEW
 NOTICE INSPECTION 07/02/19
 REINSPECT NEW
 ORDER PICK UP OTHER NEW
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 07/02/19 07/02/19 .00
 COMPLAINT JIM WELCH 07/02/19 07/02/19 .00
 COMPLAINT/VIOLATION TOTALS .00

1726 VIOLATION SEVERITY 0 AREA MOUNTAIN HARBOR PROPERTIES LLC
 GARBAGE BROKEN GARBAGE BAGS LOCATED BEHIND HOUSE.
 STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
 INITIAL INSPECT NEW
 NOTICE INSPECTION 07/02/19
 REINSPECT NEW
 ORDER PICK UP OTHER NEW
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 07/02/19 07/02/19 .00
 COMPLAINT JIM WELCH 07/02/19 07/02/19 .00
 COMPLAINT/VIOLATION TOTALS .00

1728 VIOLATION SEVERITY 0 AREA NATHAN M WILSON
 GARBAGE BROKEN GARBAGE BAGS IN YARD
 STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
 INITIAL INSPECT NEW
 NOTICE INSPECTION 07/02/19
 REINSPECT NEW
 ORDER PICK UP OTHER NEW
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 07/02/19 07/02/19 .00
 COMPLAINT JIM WELCH 07/02/19 07/02/19 .00

07/01/2019 15:30 CITY OF PLATTSBURGH
14271bee COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/27/19 TO 07/01/19

P 1
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COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	3
GRASS	1
HEDGE LAW VIOLATION	1
PROPERTY MAINTENANCE	1
DEPARTMENT TOTALS	6
REPORT TOTALS	6

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

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: June19

REVENUE SOURCES			CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	BINGO	\$0.00		\$0.00
Bingo Licenses (State)	1-0632	G 0632			\$0.00
Bingo License Fees 3%	25-2540	BINGO	\$195.82		\$195.82
Building Permits	25-2555	PRMTS			\$0.00
Circus License	25-2502				\$0.00
City Code	12-1255				\$0.00
Code Civil Compromise	26-2614				\$0.00
Contractor Fees	25-2557	CNTRR			\$0.00
Dog Licenses	25-2542	DOGLIC	\$282.50		\$282.50
State Neuter/Spay Surcharge				\$39.00	\$39.00
Extract of Records	12-1255	CLERKF			\$0.00
Game of Chance Lic. (City)	25-2541	GAMCHN			\$0.00
Game of Chance Lic. (State)	1-0632	G 0632			\$0.00
Gas Permits	15-1540	FIRFEE	\$130.00		\$130.00
Going Out of Business Lic	25-2509				\$0.00
Hauler's License	25-2505	REFLIC			\$0.00
Housing Code	21-2110	ZONE			\$0.00
Impound Fees	15-1550	PUBPND	\$50.00		\$50.00
Interest Temp	1124-2401	INTERE	\$1.93		\$1.93
Jeweler's Licenses	25-2503	VNDLIC			\$0.00
Marriage Licenses	25-2545	MARRIA	\$490.00	\$630.00	\$1,120.00
Notary Fees	12-1255	CLERKF			\$0.00
Peddler/Vendor License	25-2503	VNDLIC	\$460.00		\$460.00
Returned Check Charges	12-1255	CLERKF			\$0.00
Sign Permits	25-2590	SIGNPM			\$0.00
Specifications	T-30	TP300			\$0.00
Special Use Permits	21-2110	ZONE			\$0.00
Subdivision Fee	21-2110	ZONE	\$0.00		\$0.00
Subdivision Ordinance	12-1255	CLERKF			\$0.00
Taxi Operator's Licenses	25-2507	TXIPRT	\$120.00		\$120.00
Taxi Vehicle Licenses	25-2504	TXIVEH	\$0.00		\$0.00
Tree/Stump Removal License	25-2508	TREREM	\$0.00		\$0.00
Vital Statistics	16-1603	VITSTA	\$5,898.00		\$5,898.00
Zoning Ordinances	21-2110	ZONE			\$0.00
Zoning Variances	21-2110	ZONE			\$0.00
OTHER REVENUE					
Riverwalk					
1127-2753					\$0.00
Auditorium					
1127-2752		G 2752	\$0.00		\$0.00
Centennial Plaques					
1127-2705					\$0.00

Lake Champlain Memorial

1127-

RECOVERED FUNDS

Telephone

1-1410000-4414

\$0.00

Postage

1-1410000-4470

\$0.00

Print & Copy

1-1410000-4431

\$0.00

DISBURSEMENTS:

\$7,628.25 \$669.00

\$8,297.25

NYS Dept of Health

\$630.00 Check No 1526

NYS Dept of Ag & Mkts

\$39.00 Check No 1527

TOTAL PAID OTHERS:

\$669.00

ADJUSTMENT: NONE

Shortage/Overage

Chamberlain (Spec. Deposits)

\$0.00 Check No

Chamberlain (New Revenue)

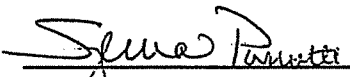
\$7,628.25 Check No 1528

Amount Due City Chamberlain:

\$7,628.25

Dated at Plattsburgh, New York

\$8,297.25



Sylvia Parrotte,
City Clerk

2-Jul-19

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on May 29, 2019 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and City of Plattsburgh, including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a

period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) days' written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and

obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination

of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

**ARTICLE 6
DISPUTE RESOLUTION**

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

**ARTICLE 7
RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION**

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for

damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Facility; (b) any damages incurred by Optum that result from Network's failure to comply with requirements of Section 3.3 Compliance with Applicable Laws; and (c) for any claim brought by a Member for the failure to deliver services by Participating Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or

in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration
11000 Optum Circle
Eden Prairie, MN55344

Notice to Network:
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Internal Control No.: 00572476.0

Appendix A

**Fitness Passport Program
Fees and Description of Services**

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network’s validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member’s cumulative number of visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$20.00 per Member per month

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum’s clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting and will hold Optum harmless from any such errors. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B
Fitness Passport
Program Performance
Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1
Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum’s designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network to provide Member usage file to Optum or Optum’s designated third party*	Optum to provide eligibility verification file to Optum’s third party	Optum or Optum’s designated third party to transmit the Network Facility Reimbursement to Network’s designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member’s monthly usage reports to Optum’s designated third party no later than by the fifth day of the month.

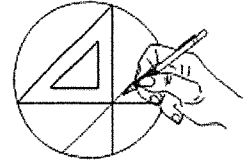
**** Subject to timely receipt of usage data received by Network**

**City of Plattsburgh
RFP Movable Band Pavilion
Proposal Scoring Sheet - Consolidated Scores**

Application #	Firm	Scoring		
		Reviewer #1	Reviewer #2	Reviewer #3
1	Sharp Point	87.5	80.5	84.5
2	Gradients, LLC	84	74	77
3				
				Total
				84.2
				78.3

SHARP POINT

"A Division of Jeffords Steel and Engineering Company"



To: Community Development Office City of Plattsburgh
Attn: Movable Band Pavilion RFP
From: Jeffrey P LeRoy, P.E.
Date: July 1, 2019
Re: Movable Band Pavilion RFP

City:

The purpose of this letter is to describe out intent of services. The scope of our work is to include a design and to fabricate three movable band trailers. The three trailers will be tiered with the highest in the front. The only item not included in our scope is the wood 2x framing and wood decking. Please see the attached drawings for a preliminary design concept for our approach.

Jeffords Steel and Engineering Qualifications include multiple projects of this level, we had designed and fabricated single beams to large warehouses and multistory buildings.

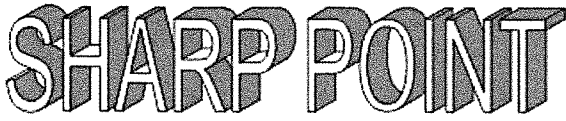
The point of contact for the RFP would be Jeffrey P. LeRoy, P.E.

If you need any further information, please call or e-mail me.

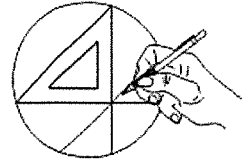
Thank You,

A handwritten signature in black ink, appearing to read 'Jeffrey P. LeRoy'.

Jeffrey P. LeRoy, P.E.
Sharp Point



"A Division of Jeffords Steel and Engineering Company"



Part B
Statement of Understanding

Please see the attached drawings for our understanding of the project. Our timeline would be as follows:

Assuming an award on Friday July 5th.

Complete the design and send for approval and review by July 12th. Expected return from review by July 19th. (1 week turn around) Start detail while it is out for review. (Start detail on July 15th). Have detailing far enough to order material by July 31st, complete detailing and be ready to start fabrication on August 5th.

Part C
Vendor Information

Please see the attached Jeffords Steel and Engineering Pamphlet.

Part D
Vendor Personnel

All personnel are in the same office. The address and phone numbers are:
4398 Route 22
Plattsburgh, NY 12901
Ph (518) 561-4061
Fx (518) 561-5404

Designer – Jeffrey P. LeRoy, P.E. (jleroy@jeffordssteel.com)
Fabrication Operations Manager – Kent Niles (kniles@jeffordssteel.com)
President – Jesse Ringer (Jringer@jeffordssteel.com)
Project Manager – Scott Savage – (ssavage@jeffordssteel.com) Prime contact once the project moves forward.

Part E
Experience and References

Please see the attached prequalification form.

Part F
Process and Approach

Please see the attached calendars for schedule.

Part G
Pricing and Scheduling

Please see the attached Exhibit C and Jeffords Steel and Engineering Quotation.

PRE-QUALIFICATION FORM

SUBCONTRACTOR INFORMATION

Company	Jeffords Steel & Engineering Company			Date	6/3/19
Contact	Kent Niles				
Phone	518-561-4061	Extension	149	Cell	
Email Address	kniles@jeffordssteel.com				
Address	4398 Route 22				
City	Plattsburgh	State	NY	Zip	12901
Labor Status (Check all that apply)					
Union	<input type="checkbox"/>	Open-Shop	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>
Minority/Small Business? (Check any that apply)		SBE	<input type="checkbox"/>	MBE	<input type="checkbox"/>
		WBE	<input type="checkbox"/>	DBE	<input type="checkbox"/>

TRADES AND REGIONS OF WORK

Trades (list all)	structural & miscellaneous steel, rebar
States of Operation	NY, NH, VT, Mass, ME

INSURANCE

General Liability Insurance Limit	1 million
Workers Comp Insurance Limit	500,00
Automobile Liability Insurance Limit	1 million
Umbrella Insurance Limit	4 million

REFERENCES

List 5 jobs in the last year.
Schluter Warehouse - \$3,682,795.00 - 2018 Catskill Watershed - \$1,234,746.00 - 2018 Burlington YMCA - \$1,256,213.00 - 2019 Eagles Landing - \$2,664,202.00 - 2018 2074 Hangers - \$5,057,456 - 2016
List 3 Trade/General Contractor References
Pacific Steel - Joe Antebi - 514/384-4690 phone Conroy & Conroy Contractors - Ron Nolland - 518-561-4321 phone Miller Realty - Robert Miller - 802-864-5830 phone
List 3 Architect/Engineer References
Artisan - 802-985-5100 Rabideau Architects - 802-863-0222 AES Northeast - 518-561-1598

Movable Band
Pavilion Schedule

July 2019

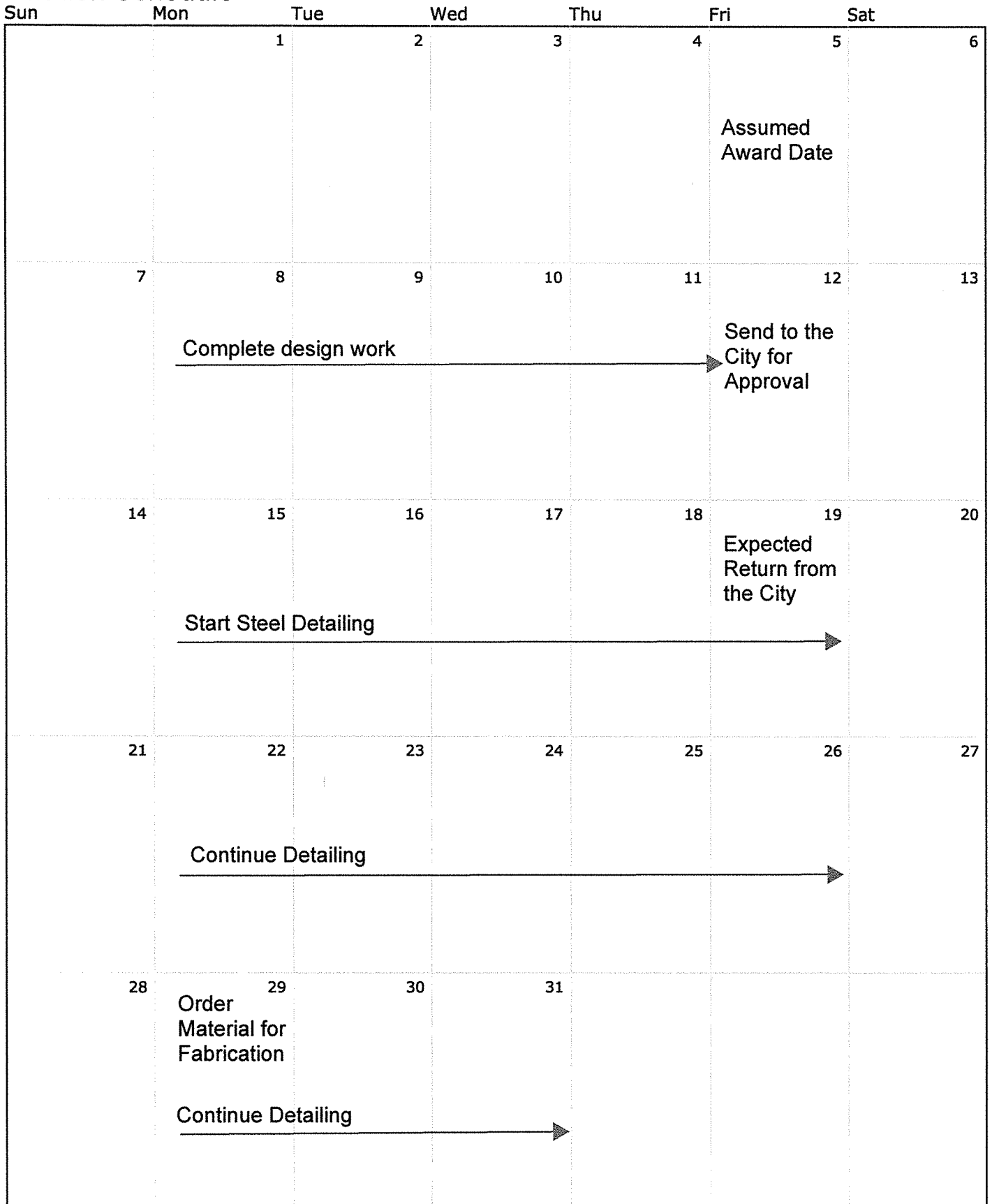


EXHIBIT C
Pricing & Scheduling Form

Total Cost of Design Services:	<u>\$3,500.00</u>
Total Cost of Construction Services:	<u>\$95,079.00</u>
Grand Total:	<u>\$98,579.00</u>
Completion Date:	<u>August 19th to the 23rd, 2019</u>



Jeffords QUOTATION
 STEEL AND ENGINEERING COMPANY



4398 Route 22
 P.O. Box 40
 Plattsburgh, NY 12901
 518/561-4061 Fax: 518/561-5404 E-Mail: info@jeffordssteel.com

July 1, 2019

To: **Community Development Office**
City of Plattsburgh
Attn: Movable Band Pavilion RFP

Re: **Movable Band Pavilion RFP**
Plattsburgh, NY
Page 1 of 1

The following terms including those printed on the reverse side of this sheet are agreed to and accepted by you upon acceptance of this proposal.

Jeffords Steel and Engineering Company is an AISC-Certified Fabricator

We will **furnish only** as per your sketches and meeting, and design by Sharp Point the following fabricated steel items for the total sum of: Ninety Eight Thousand Five Hundred Seventy Nine Dollars (**\$98,579.00**) F.O.B. truck shipping point with freight allowed to the jobsite.

Furnish Only (3 movable trailers)

- Structural Steel (18 tons) to include: HSS columns, wide flange beams, roof framing, connection material, and bolts for steel to steel connections.
- (3) Tandem trailer axles. Rated for 10,500 pounds.
- (18) Leveling jacks (6 per trailer).
- (24) Screw anchor tie downs (3 per trailer)
- (3) Pintle hitches.
- (15) squares of galvanized steel roofing with trim at the front edge.

NOTES:

- All steel is to be hand-tool cleaned as per ASTM SSPC-SP2, and receive one shop coat of standard primer.
- The above quote does not include tax.
- **EXCLUSIONS:** We do not include the following in our quotation:
 - any independent testing of structural steel at shop or in field including, welds, installation, paint, bolts, etc.
 - any field dimensioning, inspections or verification of field conditions.
 - any special paint.
 - any miscellaneous metals.
 - any wood framing.
 - any floor decking.

We do not include any Use or Sales Tax

This proposal is subject to written acceptance within ten (10) days from the date hereof, after which date it is subject to confirmation by the Seller.
 Terms: *Net 30 days. Payment for partial shipments due on basis of dates of invoices covering each shipment.*

WE ACCEPT THIS PROPOSAL:

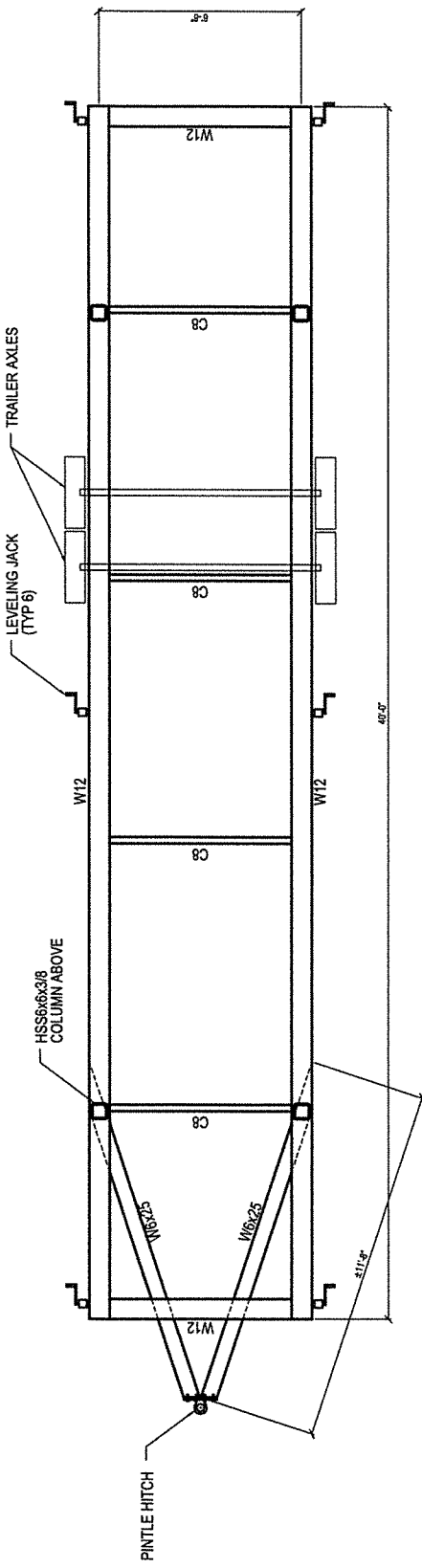
JEFFORDS STEEL AND ENGINEERING COMPANY

BY Jeffrey P. LeRoy, P.E.

Design Build Manager

Terms of Proposal

1. Subject to approval by Seller's Credit Department, terms of payment shall be net cash, within thirty (30) days from date of each invoice. Invoices may be rendered upon partial shipments to the project. Past due accounts shall bear interest at the rate of 2 percent per month, or 24 percent per annum, plus collection fees, and reasonable attorneys' fees, if any.
2. Any taxes, licenses, and other fees which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sales hereof, shall be for the account of the buyer.
3. This quotation is based on items shown or called for in the bid documents submitted for our estimate. Any subsequent changes in the bid documents will be reason to adjust this quotation and any resulting contract.
4. In the event of a conflict between the terms and conditions of this proposal, or contract, and the terms and conditions stated in the plans and specifications, the terms of this proposal or contract shall govern.
5. No acceptance by Seller of any order shall be deemed to be an acceptance of any provision of Buyer's purchase order form. This quotation constitutes the entire agreement and understanding between the Buyer and the Seller as the date of acceptance by Buyer or Seller, and shall not be modified thereafter in any way except by a written quotation or contract executed by a person duly authorized by Seller.
6. No rights or obligations arising under this contract may be assigned or transferred by the Buyer without the prior written consent of the Seller.
7. Orders may be cancelled by Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses incurred by the Seller in carrying forward the order to the date of Seller's agreement to terminate. If the order, or any part thereof, has been shipped from the shipping point, the material shall be returned only when specifically authorized, and credit for this returned material shall be determined by the Seller after factory inspection.
8. If at any time before shipment the financial responsibility of Buyer becomes impaired, or unsatisfactory to Seller, cash payment or satisfactory security may be required by Seller before shipment, and in the event of bankruptcy, or insolvency of the Buyer, or in the event any proceeding is brought by or against the Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement and proper cancellation charges.
9. The Seller shall be excused for delays in the performance, in whole or in part, of any contract made on the basis of this proposal resulting, in whole or in part, from fire or flood; strikes or other differences with employees; war, riot or embargoes, delays, losses or damages in transportation; shortage of cars, fuel, labor or materials; acts of civil or military authorities; or any causes beyond the reasonable control of the Seller. In case of the happening of any such cause of delay the time of completion shall be extended accordingly.
10. a) If the Buyer is unable for any reason to accept delivery of completed materials, the Seller will place them in storage either at the Seller's plant or elsewhere and the Buyer shall, upon Seller's demand, pay the Seller the full sales value for such materials and reimburse the Seller for all expenses which the Seller incurs in storing, caring for, handling and disposing of them, to include interest.
b) In the event of a failure or refusal of the Buyer to accept delivery, no physical tender of the products by Seller will be necessary, but written notice of Seller's readiness and willingness to deliver any quantity of the product at any time specified shall be equivalent to physical tender thereof.
11. The Seller will replace or repair at this option any defective material furnished by him, upon presentation of satisfactory evidence of such defect. The Seller shall not be liable for the cost of labor expended by others or any rejected material, nor for any special, direct, indirect or consequential damage to any one by reason of the fact that any materials shall be defective or not in conformity with the applicable specifications. In the event of corrective work being necessary, no back charge will be accepted unless the Seller is notified in advance of such charges, and the Seller has the option to make the repair himself or delegate to others. No back charge will be allowed without written authorization to proceed by the Seller. The Seller will be kept informed daily on all charges after authorization to proceed has been received by the Buyer.
12. All claims, disputes and other matters in question between the Buyer and Seller arising out of or relating to this Proposal or the Contract Documents shall be decided by New York State Supreme Court for the County of Clinton. Buyer hereby consents to the jurisdiction of said court to hear and determine any and all such matters.

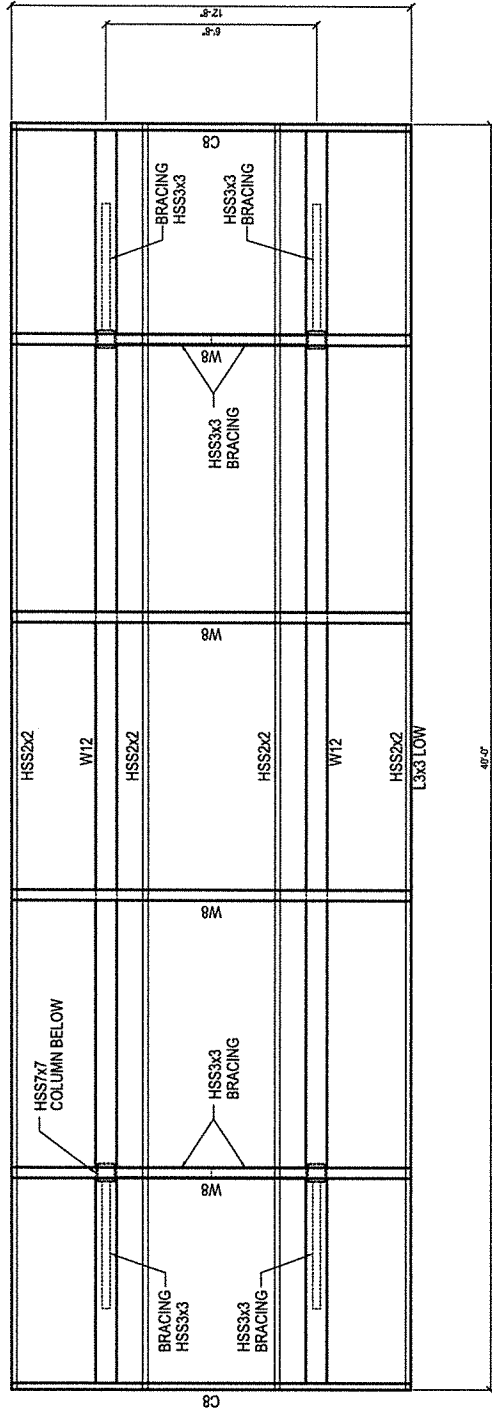


DECK STEEL FRAMING

DECK STEEL FRAMING

SCALE: 1/4" = 1'-0"

(QUANTITY OF 3 REQUIRED)



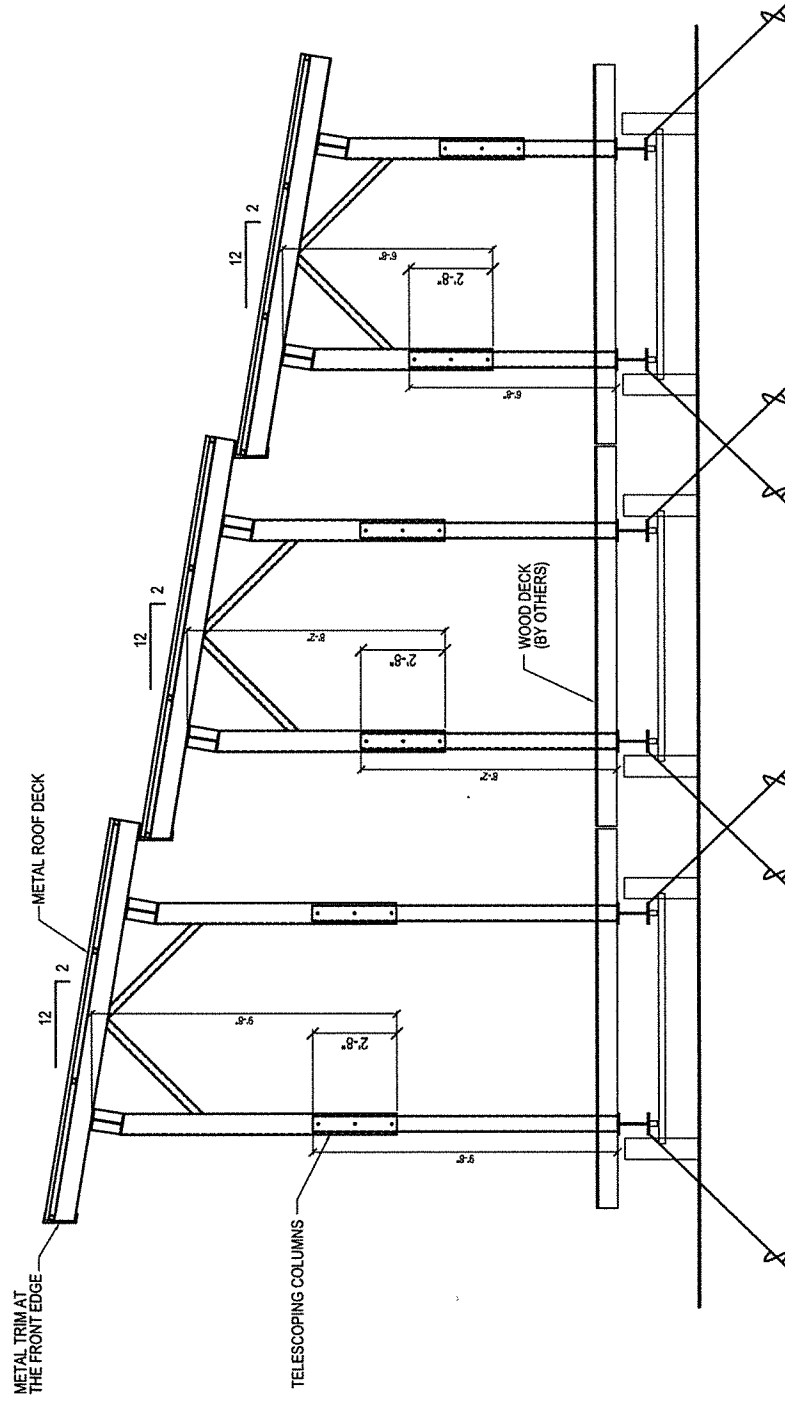
ROOF STEEL FRAMING

ROOF STEEL FRAMING

SCALE: 1/4" = 1'-0"

(QUANTITY OF 3 REQUIRED)

ROOFING TO BE LIGHT GAUGE METAL ROOFING



END ELEVATION

SCALE: 1/4" = 1'-0"

THE STRENGTH OF STEEL . . .

TESTED BY TIME

Jeffords

STEEL AND ENGINEERING COMPANY

Jeffords Steel and Engineering Company was founded by Larry and Judy Jeffords in Plattsburgh, New York in 1985. Operating out of a modest 30 x 30 rental space, Larry, a Professional Engineer in four states, marketed structural steel products to local contractors.

In 1987 **Jeffords Steel and Engineering Company** moved to its present location in Plattsburgh, and in 1989 opened its Steel Service Center. The "across the counter" concept has allowed the customer to have steel cut, welded or bent to whatever specifications are needed.

Jeffords Steel and Engineering added a second facility in Potsdam, New York in 1999. The expansion gave them the edge with greater buying power, increased production capacity and even better delivery time.

Structural and ornamental steel fabrication became the centerpiece of Jeffords Steel. Jeffords Steel provides manufacturers, schools, institutions and contractors with structural steel engineered to the customer's needs. This type of precision design has been the key to the Company's continued expansion.

Jeffords Steel and Engineering is certified with the American Institute of Steel Construction. AISC Certification sets the quality standard and is the nationally recognized quality Certification program for the structural steel industry.

This certification means Jeffords Steel has been through a rigorous initial evaluation, and is subject to annual reviews by an independent auditor. AISC Certification confirms that Jeffords Steel has the personnel, knowledge, organization, equipment, experience, capability, procedures, and commitment to be one of the leading steel fabrication and engineering companies in the northeast.

Jeffords Steel and Engineering Company's two facilities cover over 12 acres, with a combined 60,000 sq. feet of space and over 100 employees. They maintain a full fleet of vehicles, which allows them to effectively service northern New York from Watertown to Plattsburgh, all of Vermont, western New Hampshire and northern Massachusetts.

Jeffords Steel and Engineering Company was built on honesty, integrity and hard work. Quality, assurance and on-time delivery have always been their trademarks, with customer satisfaction being their primary goal.

At Jeffords Steel and Engineering upgrades never stop and training never ends. The industry and the world are rapidly changing and this company intends to keep ahead of it!

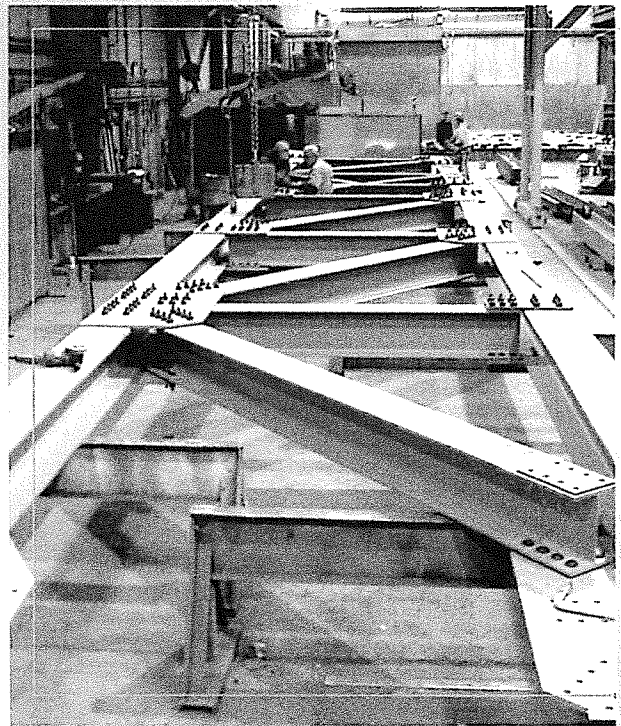


Jeffords

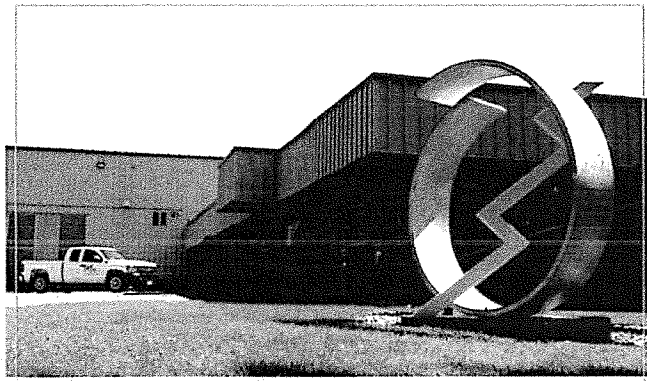
STEEL AND ENGINEERING COMPANY

www.jeffordssteel.com

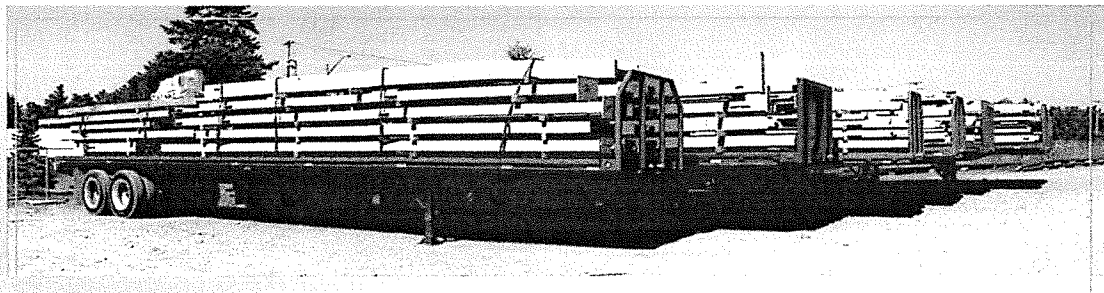




Shelburne Field House



Jeffords Entrance



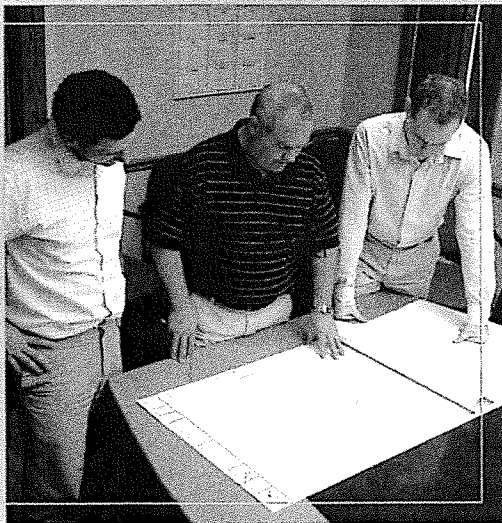
[Your Details Are Our Details]

Everything that goes through our shop goes through our Engineering Department first. Our **Engineering and Detailing Division is state of the art**, completely computerized in SDS, RAM Structural System and AutoCad and run by College Trained Technicians.

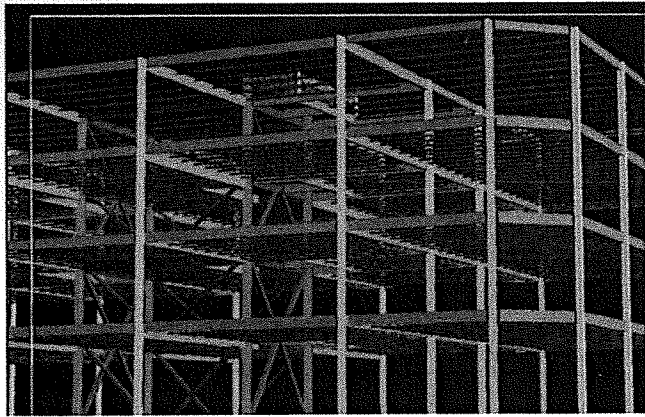
Our Detailing Staff receives ongoing education in all the new developing technologies.

All of our projects are carefully engineered to specifications and codes.

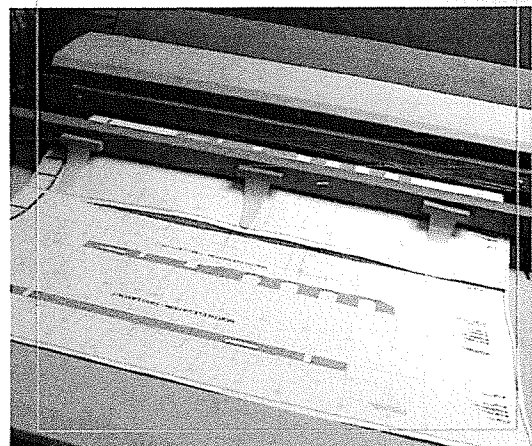
"Design-Build" is the Jeffords specialty.



Gateway Building – Design/Build



Gateway Building – RAM Model

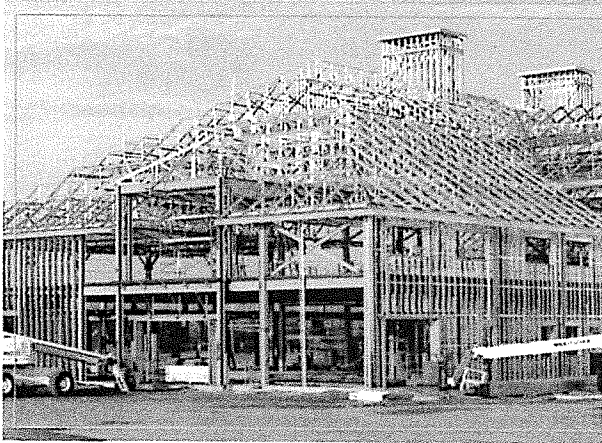


Jeffords

STEEL AND ENGINEERING COMPANY

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Plattsburgh International Airport



Schluter Systems Project



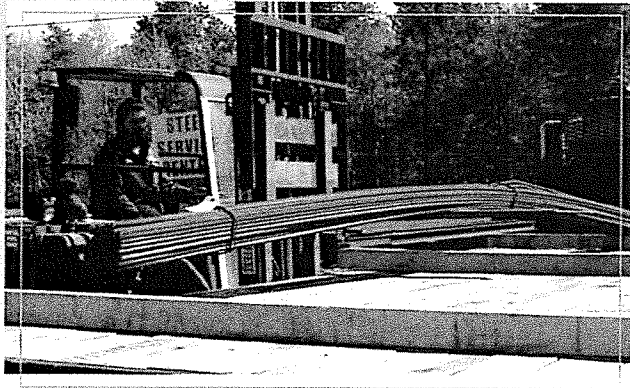
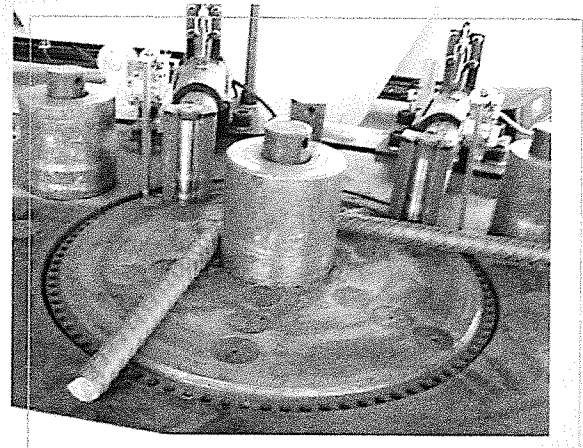
Infineon Office Stair & Railing System

[Any size, sheared and bent to order Super Fast!]

Jeffords Steel and Engineering introduces the "CNC Rebar Shearline and Auto Bar Bender".

– The addition of this state-of-the-art rebar fabricator maximizes our productivity and operator safety, saves time and reduces costs. We can program multiple shapes into the control systems.

Set up is fast and easy, reducing down time. Fabricating rebar at Jeffords Steel will control your costs and speed up delivery to your jobsite.



Jeffords

STEEL AND ENGINEERING COMPANY

www.jeffordssteel.com



- Model # H-2000 with 60' stock entry conveyor
- Hydraulic guillotine shear capable of shearing two #14 (1.75" diameter) Grade 60 Rebar
- Touch screen computer - manual, single or multi-cut mode with optimizer software
- Bar code scanning for tracking mill certificates
- KRB Hydraulic Bender
- Model # 11, 0-20 R.P.M. Turntable Style.
- Capable of bending #11 (1 3/8" diameter) Rebar
- 200 C.R.S.I. & A.C.I. standard bends stored in memory
- #3 Stirrup capacity = 100 per hour

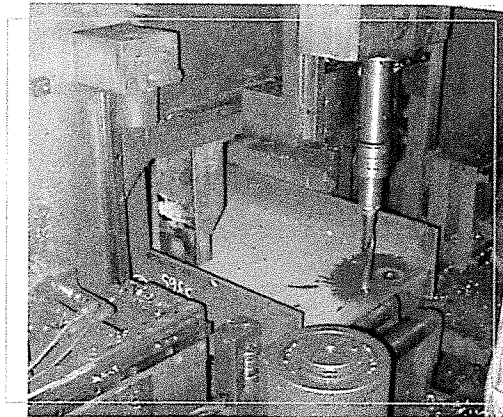


[Our Service Stands Alone]

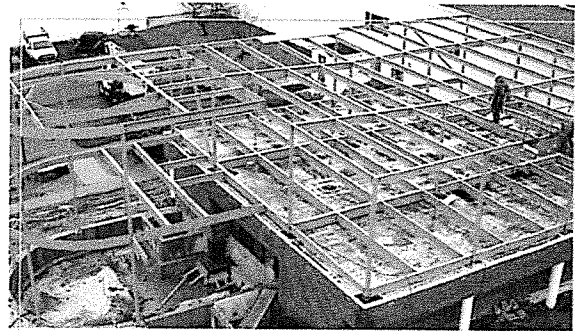
Jeffords Steel and Engineering Company's Structural and Ornamental Steel Fabrication Division is at the center of construction projects throughout our service area. Our computer controlled Beam-Line System fabricates steel with unmatched speed and efficiency. Our highly **professional Installation team** specializes in stairs, rails and other miscellaneous projects including some structural installation. No job is too big or too small; Jeffords Steel has the team to complete your project. Our ability to deliver to your job site on time and our attention to detail means **Jeffords Steel and Engineering Company** will keep your project rolling with service you can count on.



Ornamental Steel – Plattsburgh International Airport



Beam Line – Fabrication System



Round Realty – Installation

Jeffords

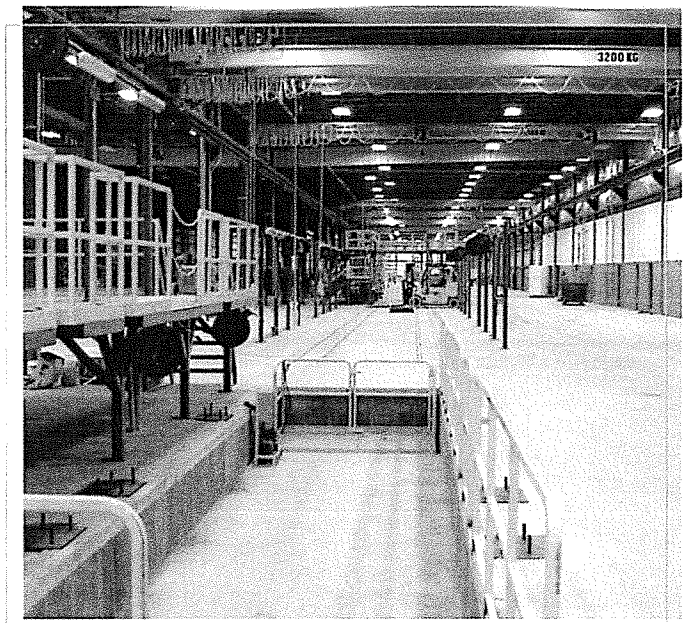
STEEL AND ENGINEERING COMPANY

www.jeffordssteel.com



- 2 DoAll horizontal band saws, up to 17" wide x 9" height
- 1 DoAll horizontal band saws, up to 12" wide x 18" height
- 5 Marvel vertical band saws 17" wide x 28" height
- 1/2" x 10 ft plate shear
- 3/4" x 10 ft plate shear
- 3/8" x 10 ft plate shear
- 3/8" x 10 ft press brake
- 3/4" x 10 ft press brake
- Plate roller 1/2" x 96"
- Hypertherm Taurus 2000 High Definition CNC Plasma
- Hyd-Mech M-20A Saw 20" x 30" Full CNC
- Bridgeport Drill Press
- Ercolima Pipe Bender capacity 1 1/2"
- Ercolima Pipe Notcher capacity 3"
- Peddinghaus PC32 computerized rebar bender
- DeWalt 16" abrasive cut off saw
- Mig and Tig welders, 400 amp
- Stick welding, 600 amp
- 2 Iron workers – shear to 5 x 5 x 1/2" angle and flats to 1/4" thick x 31"
- Rigid 535 bar and pipe threader, up to 2" diameter bar and 4" nominal pipe.
- 1-8 ton fork lift
- 1-6 ton fork lift

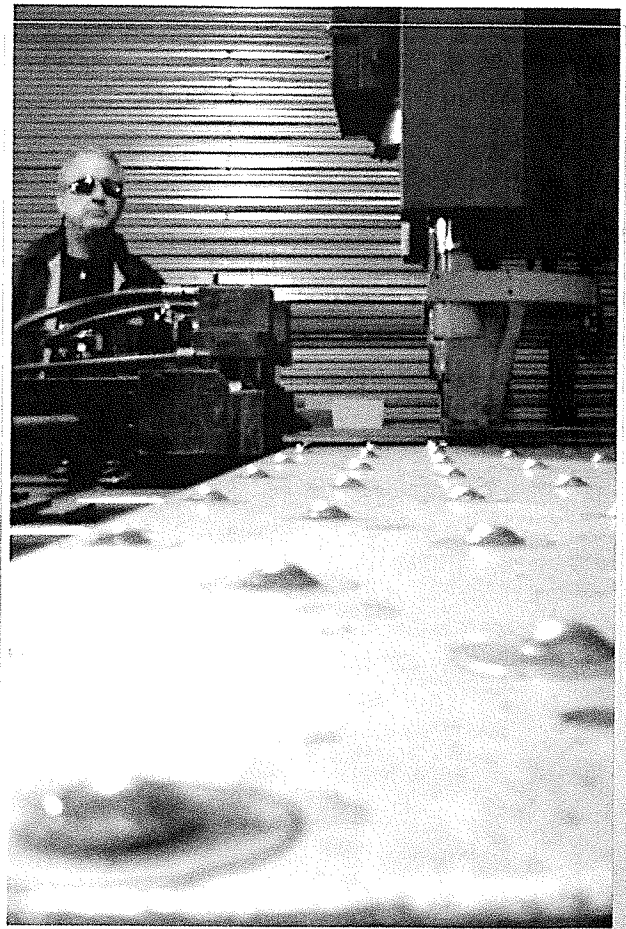
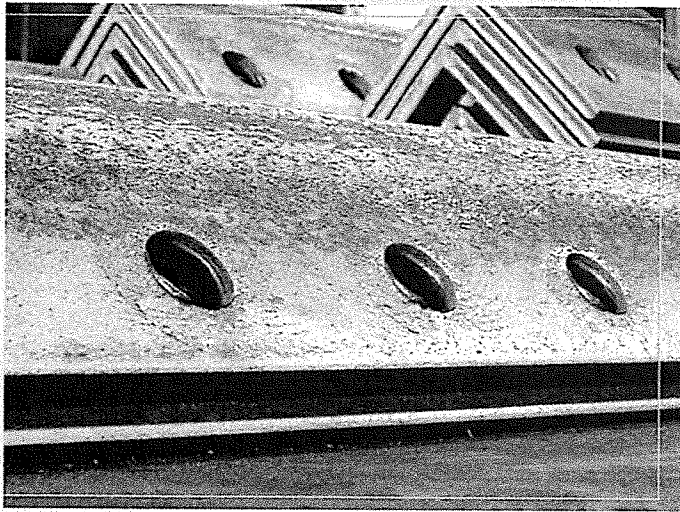
- 2-5 ton fork lift
- 2-4 ton fork lift wide
- 8-5 ton O.H. Cranes
- 1-3 ton Crane
- Prime and spray painting
- Deliveries to New York, Vermont, Massachusetts and New Hampshire with own fleet of trucks for up to 80' material
- Peddinghaus Beamline PCD 1100
- Peddinghaus Angle Master 623-M
- Peddinghaus Fabri-punch 1174
- KRB Rebar Shear Line - 60 ft material, capacity #14 (1 3/4")
- KRB #11 Hydraulic Bender (bend 1 3/8" dia. bar)
- Automated Transfer Conveyor system Peddinghaus



NovaBus

[Walk-ins Welcome]

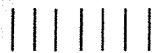
No job is too big, too small or too far-fetched for our **Steel Service Center**. It's a one-stop shop for cutting, bending, welding and all kinds of other customized fabrication projects for anyone from a homeowner or farmer to a business or industry. **Jeffords Steel and Engineering Company** maintains a large inventory of steel, designs it, customizes it and delivers it!



Jeffords

STEEL AND ENGINEERING COMPANY

www.jeffordssteel.com



[Service Center]

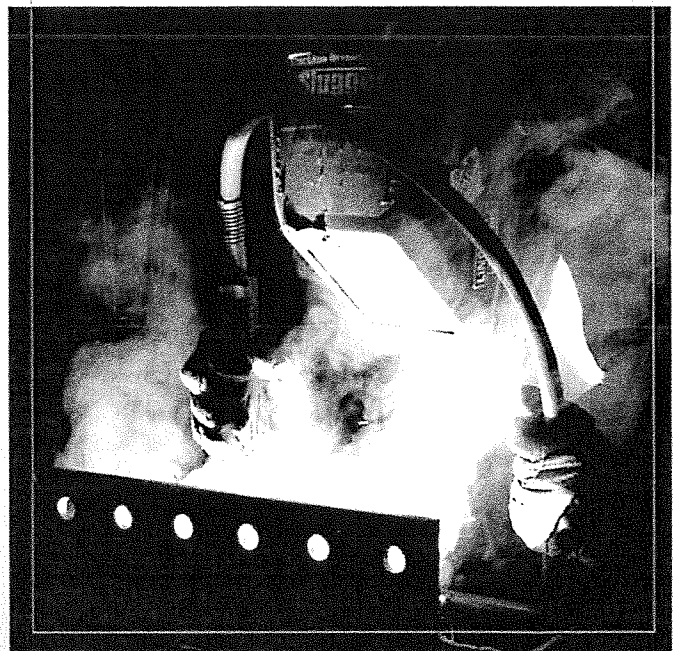
- Structural: beams, angles, channel, tubes (square and rectangular)
- Engineered beams for residential or commercial applications
- Hot rolled rounds, flats, squares
- CR Rounds: C1018, C12L14, C1040/45 TG+P, 4130 QTSR
- Plates, sheets: HR, CR, Galvanized, stainless, aluminum, brass, copper
- Rebar (cut, bent, and bundled if desired)
- Wire mesh (sheets and rolls)
- Tie wire
- Pipe
- D.O.M. & E.R.W. tubing
- Expanded metal
- Steel and fiberglass grating
- Threaded rod
- Roof deck
- Slab form deck
- Fasteners
- Stainless steel, aluminum, galvanized, special alloys, copper, and brass materials
- Grouser bars for heavy equipment
- Abrasive resistant and high strength plates

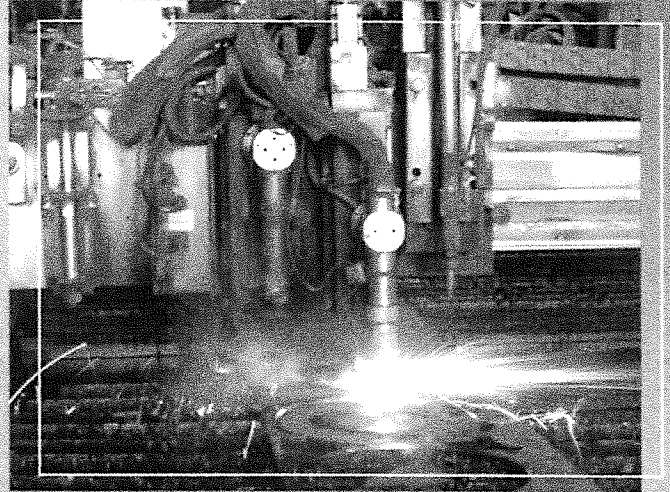
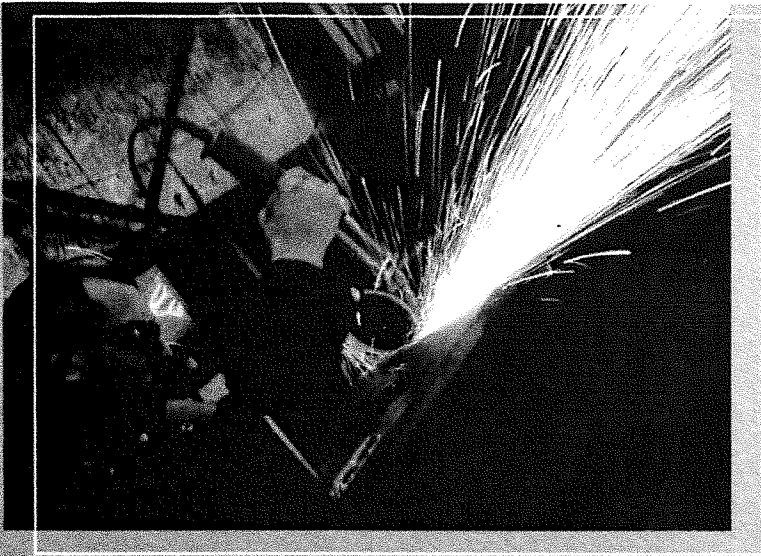
[Fabrication Department]

- Structural & miscellaneous, ornamental, fabrication
- Engineering Service and Design Building Capability
- Detailing (structural, miscellaneous, reinforcing steel)
- Certified Welding (AWS to "4G" low hydrogen, "4F")
- Installation

[Engineered Products]

- Bar joist
- Metal Floor and Roof Decking
- Steel and Aluminum Grating
- Spiral Stairs and Rails





Stowe Swimming Hole

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STEEL AND ENGINEERING COMPANY



4398 Route 22, P0 Box 40 • Plattsburgh • NY 12901 • (518) 561-4061 • Fax (518) 561-5404
145 Maple Street, P0 Box 5000 • Potsdam • NY 13676 • (315) 265-3871 • Fax (315) 265-3994
www.jeffordssteel.com

June 24, 2019

Matthew Miller
Director of Community Development
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

via email only millerma@cityofplattsburgh-ny.gov

Re: *Plattsburgh DRI Projects*
Proposal for Generic Environmental Impact Statement
Chazen Proposal No. PM19-117

Dear Mr. Miller:

The Chazen Companies (Chazen) are pleased to submit this proposal for professional planning services related to the planned series of projects funded by or related to the City's Downtown Revitalization Initiative (DRI) Strategic Investment Plan. This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

PROJECT UNDERSTANDING

The City of Plattsburgh is undertaking and/or funding a series of public and private projects in Downtown. They are generally described as follows:

- **Durkee Redevelopment**

Prime LLC (Prime) proposes 115 apartments and approximately 10,000 square feet of commercial development on the Durkee Street lot, accommodating all parking on site and providing an additional 50 public parking spaces. The City proposes providing \$4M in DRI funds to Prime for Prime's commitment to invest \$21M the project. A developer's agreement has been drafted for this purpose.

The project will require a PUD Amendment, a Special Use Permit from the ZBA and Site Plan approval from the Planning Board. McFarlane Johnson is providing consulting services to Prime.

- **City's Parking Management Program**

The City is in the process of developing a paid parking system for on street and off street lots. The City engaged Carl Walker to complete a Parking Study in 2017 which highlights need to manage parking and replace the Durkee Street spaces. The City has committed to providing replacement spaces prior to Prime commencing construction to minimize any disruption in the loss of spaces. The following parking mitigation is proposed.

- **Glens Falls National Bank Parking Lot:**

In 2018 the City purchased the Glens Falls National Bank building located on Margaret Street, one block from Durkee Street, and is in the process of seeking bids to demo the bank structure and construct a new municipal parking lot for approximately 115 cars. This is not DRI funded but city is seeking other

grant sources. This project will necessitate the abandonment of an adjacent minor City street (Division Street) and the incorporation of the street's former footprint into the new parking lot.

- o County Parking lot:

Clinton County has been working with the City to reconfigure the County Parking lot on Margaret Street. This will add approximately 60 publicly available parking spaces in the County lot.

- o Broad Street Parking Lot:

The City intends to expand the footprint of this lot and add 15 new parking spaces through restriping.

- Riverwalk and Streetscape Improvements:

Complementing the Durkee Street Redevelopment, the City is also undertaking design and construction of a Riverwalk along the Saranac River. Additionally, there are a planned series of streetscape improvements, establishment of on street parking through conversion of Durkee Street to one way traffic. As a part of this effort 40 spaces may be established on Durkee Street with additional spaces on Bridge Street. Saratoga Associates is the City's primary consultant for these projects.

- Arts/Westelcom Park:

Planned improvement to this space are under development by Saratoga Associates.

- Farmers Market Relocation

The City proposes to relocate the Farmers Market from the Durkee Street lot to a new structure located at Harborside on the Lake. Construction of the new market may be funded through the DRI.

Each project is in various phases of readiness. State Environmental Quality Review (SEQR) Environmental Assessment Forms (EAF's) have been prepared for several of the projects. The City of Plattsburgh Planning Board has expressed a desire to comprehensively evaluate the projects' impacts and is particularly focused on the planned changes to traffic patterns, relocation of parking and potential cumulative impacts. The City desires to prepare a Generic Environmental Impact Statement (GEIS) in order to conduct this evaluation.

Based on this preliminary understanding, we have prepared the following scope of services for preparation of a GEIS. Because of the number of projects, the limited availability of information and required coordination among the various players, we suggest that during project initiation and scoping it will be appropriate to review the project scope and budget to most effectively utilize the City's resources.

SCOPE OF SERVICES

Task 1 SEQRA Initiation

For the purpose of this proposal we have assumed the Project is a Type I Action under 6NYCRR Part 617.4 and a Coordinated Review is required. Establishment of SEQRA Lead Agency can be initiated by circulating a Full Environmental Assessment Form (Full EAF) or a Draft SEQRA Scoping document (see Task 2 below) to involved agencies. Under this task Chazen will assist the Planning Board (presumed to be lead agency) in identifying involved and interested agencies, prepare a SEQRA Lead Agency request letter for the City and assist with circulation.

Task 2 Preparation of Scoping Document

The Scoping Document adopted by the Lead Agency (presumed to be Planning Board) serves as the outline of the required contents to be included in the Draft Environmental Impact Statement (DEIS). It is therefore crucial that the Scoping Document is reasonable and does not require the preparation of an undue number of technical studies. We will prepare a Draft Scope for this project in general conformance with 6 NYCRR Section 617.8 for submission to the Lead Agency. We will review and revise the Draft Scope with your SEQRA Attorney prior to distribution.

We anticipate that scoping will be accomplished through circulation of the written Scoping Document by the Lead Agency to Involved and Interested Agencies. Upon receipt of comments from the Involved and Interested Agencies, we will prepare a revised (Final) scoping document suitable for adoption by the Lead Agency.

Task Assumptions/Limitations

- A public scoping meeting will not be conducted.
- Chazen will provide a digital copy of the document for posting on the City's website.
- The scope of services outlined below may be impacted by the outcome of the scoping process. We will revisit our DEIS scope and fees including technical studies, based upon the Final Scope adopted by the Lead Agency and provide you with a proposal for any additional services as necessary.

Task 3 Preparation of Preliminary DEIS

Chazen will prepare a preliminary DEIS (pDEIS) in general conformance with 6 NYCRR 617.9. The pDEIS will evaluate the existing conditions, potential impacts, and proposed mitigation for each of the items outlined in the Adopted Scoping Document. We will synthesize information from technical studies as described below as a part of this effort. It is anticipated that the pDEIS will generally include the following items, with a varying level of detail depending on relevance:

- Executive Summary
- Description of Action
- Required Permits and Approvals
- Project Purpose, Need, and Benefits
- Geology, Soils, and Topography
- Surface Water Resources/Wetlands
- Historic/Cultural Resources
- Transportation, Traffic and Parking
- Police, Fire, and Emergency Medical Services
- Utilities – Water, Wastewater and Storm Water
- Adverse Unavoidable Significant Environmental Impacts
- Alternatives
- Irreversible and Irretrievable Commitment of Resources
- Growth Inducing Aspects
- Effects on the Use and Conservation of Energy Resources

The pDEIS will be submitted to the Lead Agency for determination of completeness and adequacy of circulation for the purpose of public review, consistent with 6 NYCRR 617.12.

Task 4 - Draft EIS (DEIS) Completeness/Acceptance

Within the pDEIS Task above, Chazen will prepare a document which meets the technical requirements for completeness. Typically, reviewing parties will have comments on the pDEIS which reflect a different style or are, in fact, comments related to substance. We will work with you and your attorney to modify the pDEIS to address these comments in order to have the pDEIS accepted as complete. This will mark the document as a Draft EIS (DEIS) consistent with SEQRA requirements and initiate the public review of the document. We will attend the public hearing on the DEIS.

Task Assumptions/Limitations:

- Technical studies related to evaluate potential environmental impacts (other than the traffic study (Task 8)) , unless described herein, will be prepared as additional services.
- Attendance at public hearing on the Draft EIS will be required.
- The City Council (Lead Agency) will coordinate and process any required circulations of the DEIS document, including the notice to the Environmental Notice Bulletin (ENB).
- Chazen will provide a digital copy of the document for posting on the City's website.
- The City/City Council will arrange and pay for a court stenographer for any/all public meetings.

Task 5 – Preparation of Final EIS (FEIS)

Based on comments received on the DEIS, Chazen will prepare a Final EIS (FEIS) responding to comments. The FEIS will be modified as necessary to be deemed complete by the Lead Agency. Since it is not possible to predict the extent of comments and the requisite work effort to respond to comments, Chazen will provide a revised budget estimate, if necessary, after comments are received.

Assumptions/Limitations:

- A public hearing on the FEIS will not be held.
- The City will circulate the FEIS to Involved and Interested Agencies and provide notice to the ENB.
- Chazen will provide a digital copy of the document for posting on the Town's website.

Task 6- Preparation Findings Statement

Upon acceptance of the FEIS as complete, Chazen will prepare a Draft Findings Statement for review and comment. It is anticipated that Chazen will work closely with the Project Attorney on this Task. Chazen will also prepare the resolution used to adopt the Findings Statement and will circulate the Findings Statement to the Involved and Interested Agencies.

Task 7 – SEQRA Publications

For the purpose of this proposal, we have assumed that the client's attorney will prepare draft resolutions, circulations and notices as necessary under SEQR (i.e. following acceptance of the DEIS, FEIS and Findings). The New York State Environmental Conservation Law requires that, unless impracticable, draft environmental impact statements shall be posted on a publicly-available Internet website. To comply with this requirement, Chazen will create PDF files of the DEIS documents for posting on the City's website.

TECHNICAL STUDIES

Task 8 Traffic Impact Study

A Traffic Impact Study (TIS) will be completed for the project using standards and guidelines in common use and as developed by NYSDOT, the Institute of Transportation Engineers (ITE), City of Plattsburgh, and other applicable sources. The TIS will examine the conversion of Durkee Street to one-way traffic. The intersections to be evaluated are based on our communications with your office. The Items for inclusion are:

A. Existing Conditions

1. The study will evaluate the following intersections during both AM and PM weekday peak traffic periods, which will span 6:00 to 9:00 a.m. for the AM Peak period and 3:00 to 6:00 p.m. for the PM Peak period:
 - a. Durkee Street at Bridge Street
 - b. Durkee Street at Broad Street
 - c. Margaret Street at Bridge Street
 - d. Margaret Street at Brinkerhoff Street
 - e. Margaret Street at Broad Street

The count data will include vehicle mix, pedestrian volumes, and bicycle volumes.

2. A field review of the intersections will be conducted to gather information as to intersection geometry, traffic control, signal timings, turn restrictions, etc.
3. The latest three-year crash history will be collected and analyzed for the intersections.
4. The TIS will be coordinated with all other transportation studies and projects recently completed and those that are currently on-going (i.e., other traffic studies, connector road study, etc.).
5. This section will also include a discussion of existing public transportation network facilities in the project area.

B. Potential Impacts

1. This section will include trip generation estimates for the proposed actions.
2. Trip distribution percentages to/from the project site will be estimated for employees and trucks and will be based on current volume data and re-routing of traffic for converting Durkee Street from two-way to one-way traffic flow between Bridge Street and Broad Street.
3. The TIS will factor in other developments that are before various boards and will use a standard background growth factor. Traffic forecasts will be made for year of full build-out.
4. Capacity analyses will be conducted using the latest procedures of the *Highway Capacity Manual* for the study intersections for the weekday AM and PM peak hours. Capacity analyses will be conducted for existing, no-build, and build conditions for full build-out. A discussion will be provided of traffic impacts. Performance measures to define operating conditions and impacts will include level of service and vehicle delay, and volume-to-capacity ratios.

C. Proposed Mitigation Measures

Measures to mitigate traffic impacts will be discussed and analyzed. Mitigation measures will be presented conceptually noting any right-of-way impacts and any other restrictions.

Task MT: Project Meetings, Conferences and Correspondence

We will coordinate, prepare for, attend, participate and represent the Client at necessary meetings and conferences relevant to the project. When deemed necessary, meeting minutes/notes will be prepared and distributed to key team members for their records. Coordination of your sub consultants to accomplish preparation of the EIS will also be addressed under this task.

These services will be billed on an hourly basis in accordance with our Schedule of Fees, attached. Meetings/Conferences will include but not be limited to the following:

- Public Scoping Session
- SEQRA Public Hearing on DEIS
- Owner, Client and/or Client consultants
- Planning Board
- County Agencies
- Other

The exact number of meetings cannot be quantified at this time. Should we begin to approach the estimated budget we will notify you for a budget adjustment.

Task RE00 – Reimbursable Expenses

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, and photocopying and map reproductions. An initial budget of five (5) percent of the EIS budget has been included in the fee schedule for Reimbursable Expenses. Should we begin to approach the estimated budget we will notify you for a budget adjustment

SUBSTANTIVE REVISIONS

The Scope of Services provided in this proposal was developed based on information available at the time it was prepared, including the known conditions of the project area. In the event of project changes (e.g., additional information becomes available, regulatory agencies require additional studies, the extent of the project or its design, etc.) a Professional Services Change Order will be provided to you.

PROFESSIONAL SERVICES FEE SCHEDULE

Our fee estimate provided below presents a low and high range at this time because of the number of projects, the availability of information is unknown and because of the amount of anticipated coordination among the various players/projects. We suggest that during project initiation, and scoping that it will be appropriate to review the project scope and budget to most effectively utilize the City’s resources and more completely define the budget.

Chazen proposes to bill each task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Estimated Time and Materials tasks will be invoiced based on the actual hours incurred in accordance with the Rate Schedule in effect at the time of providing services. A copy of our current Billing Rate Schedule is attached to this proposal.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions, will be tracked under Task RE00.

FEE SUMMARY TABLE

Tasks		Professional Services Budget	
Task No.	Task Description	Time & Materials Estimate (Low)	Time & Materials Estimate (High)
1	SEQRA Initiation	\$2,000	\$2,000
2	Scoping	\$5,000	\$8,000
3	Preparation of Preliminary Draft EIS	\$30,000	\$50,000
4	Draft EIS Completeness/Acceptance	\$10,000	\$20,000
5	Final EIS (FEIS)	\$15,000	\$30,000
6	SEQR Findings	\$5,000	\$7,000
7	SEQRA Publications	\$1,500	\$2,500
8	Traffic Impact Study	\$18,000	\$25,000
MT	Project Meetings, Conferences and Correspondence	\$7,000	\$10,000
RE00	Reimbursables <i>(Estimated at 5% of fee)</i>	\$4,675	\$7,725
Estimated Fee Total		\$98,175	\$162,225

SCHEDULE

We understand the City desires to complete the SEQRA process by the end of the calendar year. Projects such as this typically require 10-12 months to complete. There are ways to expedite the schedule and we will work with the City to prepare a working schedule and key milestones with their City's target timeframe. Because certain aspects of the project are outside of our control we cannot guarantee completion of this project within this schedule.

AGREEMENT

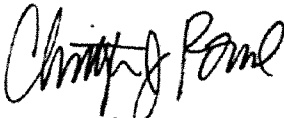
Attached please find a copy of our Standard Agreement as well as a listing of EIS work we have recently completed.

Receipt of an executed copy of this agreement will be our authorization to schedule the performance of this work. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented. As noted we would work with you to finalize a scope and establish fixed fees where the scope of the work is well defined if appropriate

Please feel free to contact me at 518.824.1938 or cround@chazencompanies.com if you have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Chris Round, AICP
Sr Principal
V.P. Planning Services

Attachments: Standard Agreement, Billing Rate Schedule, Project Experience

STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)

Project planning and SEQRA go hand in hand. The Chazen Companies planners, project managers and engineers are well trained in all aspects of SEQRA and NEPA compliance. Our planners/environmental scientist are capable of preparing and reviewing all forms of SEQRA documents and associated technical studies in support of environmental impact analysis. We have prepared and reviewed literally hundreds of short and long form Environmental Assessment Forms (EAFs) for project sponsors and reviewing agencies. We are well versed in preparing required circulations and notifications (i.e., Negative/Positive Declarations, Scoping Documents, ENB Notices, etc.) Our project teams have prepared Environmental Impact Statements (EIS) for a wide range of projects. We have prepared Generic EIS's for municipalities to address growth issues and establish mitigation planning areas and we have reviewed EIS's for municipal/public/institutional clients. Because of our breadth of services, we can assemble a team of engineers, environmental scientists, wetland biologists - any variety of specialists to satisfy the project's needs.

TOWN OF MALTA TOWNWIDE GENERIC ENVIRONMENTAL IMPACT STATEMENT

Malta, NY

Chazen is currently working with the Town of Malta in preparing an update to the Town's Townwide Generic Environmental Impact Statement (GEIS). The scope of work includes preparation of a buildout analysis utilizing the Town's recently update zoning scheme, development of two alternate growth scenarios and preparation of a Townwide traffic impact analysis examining 32 intersections and related highway segments. The GEIS will identify both traditional mitigation measures and alternate transportation strategies to accommodate growth. The GEIS scope also includes examination of the town's recreation and open spaces resources, trails, and infrastructure. The GEIS will include an update to the town's fee in lieu of mitigation measures

TOWN OF STILLWATER CUMULATIVE IMPACTS OF GROWTH GEIS

Stillwater, NY

Chazen recently completed the preparation of a Generic Environmental Impact Statement (GEIS) for the Town of Stillwater, Saratoga County, NY, evaluating the cumulative impacts of growth on the Town's resources and infrastructure. This project followed the completion of the Town's Comprehensive Plan. The Town is a rural community with a small Village located along the Hudson River. The Luther Forest Technology Campus and the \$5 Billion Global Foundries chip fab plant is partially located within the Town and will have significant impact on growth within the Town.

The GEIS includes a buildout study estimating the total potential for growth, a 10-year projection estimating housing growth, and a town wide traffic impact analysis. The GEIS also includes a Water and Wastewater Master Plan which was completed in order to evaluate the impact of development on the Town's water and wastewater collection and conveyance systems. Chazen worked with the Town to evaluate possible new water/wastewater service areas, estimate the demands for water/wastewater as a result of growth and did so in an iterative process. As a result, the Town has a firm grasp on future infrastructure needs, and the impacts growth will have on these systems. The Town adopted a fee in lieu of mitigation program that will partially fund new recreational facilities and a Purchase of Development Rights (PDR) program for the protection of farmland and open space resources

TOWN OF NORTH GREENBUSH RT. 4/43 CORRIDOR STUDY & GENERIC ENVIRONMENTAL IMPACT STATEMENT

North Greenbush, NY

The Chazen Companies recently prepared a Generic Environmental Impact Statement for development in the vicinity of the intersection of Routes 4 and 43 in the Town of North Greenbush. This area of Town has been experiencing rapidly increasing traffic volumes, in part due to development in adjoining towns. The area encompassed by the study included some of the last significant undeveloped commercial lands with good access to and in close proximity to Albany. The Town wished to devise a land use plan for the area that would provide for orderly growth without adversely impacting the road system of nearby landowners.

Chazen began the project by developing and analyzing the impacts of three alternative growth scenarios. This included detailed traffic studies as well as infrastructure and visual assessments. Based on the results of these analyses a preferred development scenario was identified. Traffic improvements associated with thresholds of development and trip generation were proposed. The concept is that as development reaches a given threshold, pre-identified traffic mitigation measures will be put in place. Chazen then prepared zoning and design guidelines to implement the preferred scenario. The zoning proposed the creation of a new planned development district that includes extensive commercial design guidelines regulating the form and appearance of new development. The intent of the guidelines is to provide for neo-traditional style development, as opposed to more common suburban style shopping centers.

The GEIS also created a fee in lieu of mitigation system for various improvements, especially those related to traffic. This system provides that developers pay their fare share of traffic improvements that are not the direct result of their project, but for which they are partly responsible. The money is collected in an account and then used to fund the improvement when the threshold is reached.

ALBANY MEDICAL CENTER NEW PATIENT WING EIS

Albany, NY

Chazen was engaged by the Albany Medical Center to assist with planning and permitting for a New Patient Wing. Albany Medical Center (AMC) is an academic health sciences center which incorporates the 631-bed Albany Medical Center Hospital. The Albany Medical Center desired to expand and renovate its main tertiary care facility, the largest health care facility in upstate New York. The project involves the demolition of approximately 65,000 square feet (SF) of existing hospital facilities and the construction of a 325,000 SF four-story Patient Wing addition to include an elevator tower, renovations to existing facilities, and associated site improvements for the planned facilities.



The New patient wing will also house new neo natal care and surgical facilities. Facility improvements include a new entrance to the Emergency Department and a pedestrian bridge to provide connectivity to a newly construct parking garage.

Chazen was initially engaged by AMC to perform a Phase I Environmental Site Assessment (ESA) of the Albany Medical Center Campus during early consultation with the U.S. Department of Housing and Urban Development (HUD) to satisfy lending/underwriting criteria. Chazen was subsequently retained to prepare an Environmental Impact Statement to satisfy the City's environmental review and permitting process. Chazen handled all local permitting including site plan approval, special use permit, and area variance for the project. Chazen obtained

clearance from NYS OPRHP SHPO, City Approvals and certifications for HUD. The EIS addressed issues including traffic generation/circulation, emergency services access, public utility demands, parking management, construction related impacts as well as impacts on the local neighborhoods.

ST. PETER'S HOSPITAL MASTER FACILITIES EXPANSION

Albany, NY

A \$275 million Master Facilities Expansion project initiated in 2004 and constructed in 2011. The 10-year master expansion obtained approvals from the City of Albany and the State Department of Health. The hospital renovated and replaced more than 500,000 square feet of existing diagnostic and treatment facilities. The project included the construction of a new six-story tower, as well as the creation of upwards of 1000 new parking spaces in an expanded parking garage.



The Chazen Companies was the lead planning and site design consultant on this project. Our first responsibilities included organizing all project consultants for the development of the projects Draft and Final Environmental Impact Studies. The EIS focused especially on parking and traffic impacts. Chazen conducted extensive parking and traffic studies. As a result, the hospital's entire circulation system has been redesigned to reduce impacts to South Manning Boulevard as well as adjoining roadways. Chazen's team of Landscape Architects and Engineers combined their design and detailing resources to complete a campus wide redevelopment master plan and implementation strategy. Components of this work included a complete redesign of on-site roadway and related pedestrian circulation systems, development of a new parking management system and modification of various components of nearly all on-site utilities.

LAGRANGE TOWN CENTER GENERIC ENVIRONMENTAL IMPACT STATEMENT

LaGrange, NY

Chazen is the Town designated planner and engineer for the Dutchess County Town of LaGrange. In that capacity Chazen assists with a variety of planning and engineering studies. In 2002 The Town decided to create a new "Town Center" which would be a center for commercial and residential development. The concept by this plan was to provide for a unified plan of development rather than the fragmented proposals which were coming before the town in ever increasing numbers.

Chazen worked closely with the landowners in the study area to understand their development goals. Chazen then developed several alternative plans of development. The GEIS presented these plans, analyzed impacts and identified a preferred plan. The preferred plan was then further refined as a result of landowner and public review.

Chazen drafted zoning implementing the preferred plan. The zoning included illustrated design guidelines. Chazen also drafted guidelines for the redevelopment of the major road corridor which bisects the study area. Construction of many project elements is now underway.

TECH MEADOWS INDUSTRIAL PARK MASTER PLAN & GENERIC ENVIRONMENTAL IMPACT STATEMENT

Glens Falls, NY

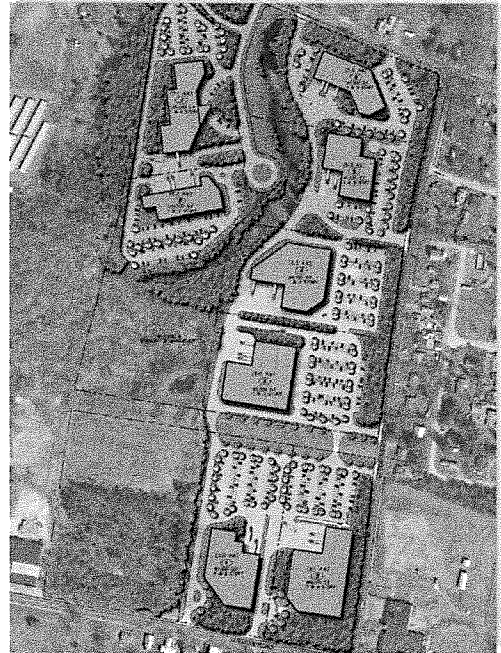
The Chazen Companies assisted the City of Glens Falls with the creation of a 46 acre 'Shovel Ready' industrial park located along I-87 in the Town of Queensbury. The City of Glens Falls in cooperation with the Town of Queensbury secured funds from the Build NOW NY program for planning, permitting, and infrastructure design. The project site is located adjacent to several Brownfield sites including a State-owned PCB disposal site/containment cell and the former municipal solid waste landfill. Environmental contamination of the site was a concern.

Chazen worked with representatives from the City and Town local development corporations (LDCs) to develop a flexible master plan involving subdivision of the site into eight lots. Individual lots may be developed or combined to meet the needs of a prospective tenant. Chazen developed a model site plan, subdivision plan, and utility plans to secure local land use approvals and guided the City throughout the process.

A Generic Environmental Impact Statement (GEIS) was prepared to address State Environmental Quality Review Act (SEQRA) compliance. Chazen drafted amendments to the Town's zoning ordinance introducing performance standards and allowing development of the site as a 'use by right.' The model site plan illustrated full buildout of the park with 400,000 SF of manufacturing space and the GEIS valued the impacts of full buildout of the site. The shovel ready concept in this instance allows any project complying with the zoning regulations, performance standards, and the model site plan to move forward without further review by the Town/City Planning Boards. This novel concept allows industrial tenants of the park to generate pre-determined levels of traffic and wastewater, as well as use a defined amount of water, without need for further SEQRA review.

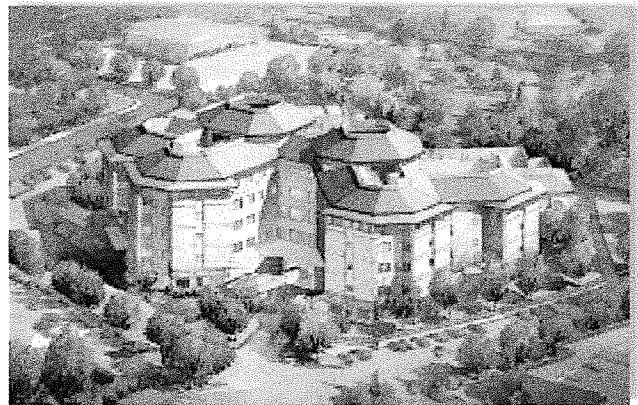
The project was challenging on a number of fronts: it involved multiple jurisdictions, complex environmental site conditions, and the subsequent annexation of the land by the City in an unprecedented cooperative agreement between the two municipalities involving revenue sharing and the sale of wastewater treatment plant capacity. The NYSDEC and NYSDOH ultimately gave the site a clean bill of health and the City has since installed infrastructure to the park and is actively courting tenants.

Chazen's scope of work included Phase 1 and Phase 2 Environmental Site Assessments, a traffic impact study, site plan/design documents, utility evaluations, and design of utility (water, wastewater, stormwater) system improvements. Chazen secured all environmental permits and approvals, prepared the GEIS, and is now assisting the City with construction administration services.



SOUTH WESTCHESTER EXECUTIVE PARK EXPANSION GEIS Yonkers, NY

The Chazen Companies managed the environmental review process, including the preparation of an environmental impact statement under SEQRA, for the South Westchester Executive Park expansion and the new Elizabeth Seton Pediatric Center to be located in the Executive Park.



The South Westchester Executive Park (SWEP) is a 137.6-acre business park located off Executive Boulevard in the northwest portion of the City of Yonkers, Westchester County, New York. The SWEP currently contains approximately 1.1 million square feet of office, high tech/flex, restaurant, and service uses, as well as other uses currently under construction. The expansion project included the modification of the Comprehensive Development Plan (CDP) for the Executive Park, which will allow for the addition of 817,000 square feet of space on undeveloped areas of the site.

The Elizabeth Seton Pediatric Center (ESPC) is a not-for-profit pediatric specialty nursing facility sponsored by the Sisters of Charity that provides long-term pediatric, rehabilitative, and palliative care to medically fragile children aged infant to 21 years old. ESPC currently operates out of Manhattan and residents of the facility come from the New York City metropolitan area and surrounding communities. The project included site plan approval for the development of a new four-story, 165,000 square foot ESPC pediatric care facility on the SWEP campus.

Chazen prepared an Environmental Impact Statement (EIS) for the project that included both a generic component for the SWEP expansion and a site-specific component for the ESPC building. The EIS included an evaluation of traffic, fiscal and economic impacts, ecology, noise, air quality, and land use. Traffic related impacts were of particular concern given the project's traffic generating characteristics and proximity to the Sawmill River Parkway. The project was awarded approvals and was recently constructed.

OTHER GEIS/EIS PREPARATION EXPERIENCE:

- Golub Corporation-Rotterdam Distribution Center
- Overton Residential Subdivision
- Hamlet on the Hudson Residential Project
- Seneca County Jail
- Sailor's Cove on the Hudson
- Carvel Development, Pine Plains
- Silo Ridge
- St. Peter's Hospital Master Facilities Expansion
- Halfmoon Yacht Club
- Lake George Delta Dredging
- Tioga County Office Building
- Nevele-R, LLC
- Adriaance Memorial Library Expansion
- Town of East Greenbush Casino Application
- City of Saratoga Springs Racino Expansion
- Mont Luzerne Village
- Beacon Harbor



**BILLING RATE SCHEDULE
EFFECTIVE JANUARY 2019**

BILLING TITLE	HOURLY RATE
Senior Principal	\$196
<u>Senior Professionals</u>	
Senior Professional V.....	\$182
Senior Professional IV	\$169
Senior Professional III	\$154
Senior Professional II	\$145
Senior Professional I	\$135
<u>Professionals</u>	
Professional V	\$126
Professional IV	\$117
Professional III	\$112
Professional II	\$108
Professional I	\$101
<u>Technicians</u>	
Technician VI	\$96
Technician V	\$90
Technician IV	\$84
Technician III	\$80
Technician II	\$75
Technician I	\$65
Project Administrator II	\$70
Project Administrator I	\$65
Survey Crew	\$171

Labor charges include administrative services, telephone, US mail and facsimiles.

DIRECT COSTS: Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

SUBCONTRACTORS: Subcontractors work will be billed at actual cost plus 12%.

COURT PROCEEDINGS: All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$2,500 per day, plus direct expenses. Other litigation support will be billed at a rate of \$300 per hour, plus direct expenses.

BILLING: Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.