1. Agenda

   Documents:

   AGENDA 03-12-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 03-12-20.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
March 12, 2020
5:30 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Paul DeDominicas (W4), Patrick McFarlin (W5), Jeff Moore (W6)
Absent:
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MAYOR'S COMMENTS:
****
1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on March 5, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
****
2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending March 11, 2020 in the amount of **$_____** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
****
3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for February 18 – March 9, 2020
- Report from the Building Inspector's office for February 26 – March 10, 2020
- Reports from the Police Department dated March 9, 2020
- Minutes from the Governance, Strategy and City Operations Committee meeting held on March 9, 2020

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor DeDominicas

MLD - MLD Board President Councilor McFarlin

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

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4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

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5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending March 13, 2020 in the amount of **$_____**are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

_____

****

7. OTHER ITEMS:

A. RESOLVED: In accordance with the request therefore the Common Council approves the February 27, 2020 proposal from HydroSource Associates in the amount of $29,600 is hereby approved and authorized.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

B. RESOLVED: In accordance with the request therefore the Common Council approves that the March 2, 2020 Amendment No. 1 to the footbridge sewer capacity agreement with CDM Smith be approved in the additional amount of $30,000 and its execution is hereby authorized.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

C. APPROVING ACCESS AND MAINTENANCE EASEMENT AGREEMENT WITH COMMUNITY BANK, N.A. FOR ARNIE PAVONE MEMORIAL PARKING PLAZA PORTION OF DOWNTOWN AREA IMPROVEMENT PROJECTS

WHEREAS, the City of Plattsburgh revitalization efforts will involve several downtown area improvement projects known as the Downtown Area Improvement Projects (DAIP); and

WHEREAS, the City of Plattsburgh Common Council determined to conduct comprehensive review of the DAIP through preparation of a Generic Environmental Impact Statement (GEIS) pursuant to the State Environmental Quality Review Act (SEQRA) and Section 617.10 of Title 6 of the New York Compilation of Codes, Rules and Regulations; and

WHEREAS, the Common Council, as duly designated Lead Agency pursuant to SEQRA, conducted a thorough SEQRA review of the DAIP, including conducting scoping, preparing Draft and Final Generic Environmental Impact Statements (EIS), conducting a Public Hearing and adopting a SEQRA Findings Statement; and

WHEREAS, the Findings Statement determined, among other things, that given the demonstrated public need and benefit of the DAIP, its lack of significant adverse environmental impacts and its avoidance of such impacts by project design, location and mitigation, the decision to proceed with the Project as proposed gave due consideration to and represented a reasonable and proper balancing of environmental considerations with social, economic and other relevant considerations; and

WHEREAS, the Findings Statement further determined and certified that, consistent with social, economic and other essential considerations from among the reasonable alternatives available, the DAIP

avoids or minimizes adverse environmental impacts to the maximum extent practicable and incorporates as conditions to the Board's decision those mitigation measures that were identified as practicable; and

WHEREAS, approval from the Common Council is now needed for an Access and Maintenance Agreement with Community Bank, N.A. (Agreement), which is required to enable construction of the Arnie Pavone Memorial Parking Plaza (APMPP) to proceed;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Common Council has reviewed the proposed Agreement and finds that it constitutes an integral component of the APMPP portion of the DAIP which was thoroughly reviewed under SEQRA.

2. The potential environmental impacts of the proposed Agreement were adequately addressed as an essential component of the APMPP portion of the DAIP in the GEIS and the Findings Statement and the proposed Agreement is not likely to result in any new or different environmental impacts than those previously considered during SEQRA review of the DAIP. Therefore, no further SEQRA review is necessary.

3. The Common Council authorizes and directs the Mayor, City Clerk, Director of Community Development, City Attorney and/or Special Legal Counsel to take such further actions as may be necessary to effectuate the intent of this Resolution.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

D. RESOLVED: In accordance with the request therefore the Common Council hereby agrees to and authorizes executing the MOA with the New England Water Pollution Control Commission and Lake Champlain Basin program for financial assistance performing an Illicit Discharge Detection and Elimination study.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

E. **RESOLVED:** In accordance with the request therefore the Common Council approves that Contract #2017-14 "Laboratory Services at Water Resource Recovery Facility" be extended for one year as listed below:

BOD/CBOD Testing awarded to Endyne Inc for lump sum of $20,800
Contract for 78 other items awarded to ALS Environmental $18,867

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

F. **RESOLVED:** In accordance with the request therefore the Common Council approves that Contract #2017-16 "Sodium Thiosulfate for Water Resource Recovery Facility" be extended for one year with Thatcher Company of NY for an estimated sum of $71,392.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

G. **RESOLVED:** that the Common Council of the City of Plattsburgh concurs with the request by the Mayor, and authorizes the clerk of the Common Council as well as the Mayor to sign a Home Rule Request in support of Senate Bill S.7614/Assembly Bill A.10028 in support of a special state law to allow the County of Clinton and in addition, the City of Plattsburgh to have a land bank.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. TRAVEL REQUEST:

A. RESOLVED: In accordance with the request therefore the Common Council approves Jon Ruff is authorized to attend the WEF/AWWA Fly-In on April 27 -29, 2020 in Washington DC at a cost not to exceed $500.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

****

10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

_____

****

Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Roll Call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
MEETING ADJOURNED: _____

DISCOVER
Plattsburgh

Plattsburgh,NewYork

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawlisss@cityofplattsburgh-ny.gov

MEMO

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

FROM: Fire Chief, Scott Lawliss

DATE: March 10, 2020

RE: Fire and Ambulance Responses

For this three week period: Tuesday, February 18, 2019 to Monday, March 9, 2020
our Department has responded to the following:

Fire Calls 59

4 building fires
7 MVA with patient care and hazardous mitigation
28 alarm activations with investigation of cause
14 EMS initiated patient care prior to transport ambulance
2 arcing
1 animal problem
1 fire other
1 smoke/odor removal
1 electrical wiring / equipment problem

Ambulance Calls 177

Mutual Aid by CVPH 40

DEPARTMENT: Building Inspector **REPORTING PERIOD: 02/26/20 TO 03/10/20**

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	2
PROPERTY MAINTENANCE	1
SNOW	2
DEPARTMENT TOTALS	5
REPORT TOTALS	5

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

DEPARTMENT: Building Inspector

REPORTING PERIOD: 02/26/20 TO 03/10/20

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

1958 118 SAILLY AVE — IN PERSON — 0 — 02/28/2020

VIOLATION — SEVERITY — AREA — COMPLY BY — COMPLIED — 11 DAYS OPEN

PROPERTY MAINTENANCE — 0

PROPERTY MANAGER PILED SNOW UP IN FRONT OF APARTMENT DOOR. SNOW IS NOW MELTING AND CAUSING WATER TO FLOOD ONTO ENTRY WAY OF APARTMENT. LANDLORD NOT ADDRESSING.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/01/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPERANCE TICKE	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	03/01/20	03/01/20		.00
COMPLAINT	NICK WALKER				.00

COMPLAINT/VIOLATION TOTALS .00

1959 129 BROAD ST — MOUNTAIN HARBOR PROPERTIES LLC — PHONE CALL — 0 — 03/03/2020

VIOLATION — SEVERITY — AREA — COMPLY BY — COMPLIED — 7 DAYS OPEN

GARBAGE — 0

GARBAGE PILING UP IN FRONT OF HOUSE. HAS BEEN THERE FOR 2 WEEKS.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/04/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	03/04/20	03/04/20		.00
COMPLAINT	NICK WALKER				.00

COMPLAINT/VIOLATION TOTALS .00

1960 2 MARGARET ST — SPM RENTALS LLC — EMAIL — 0 — 03/03/2020

VIOLATION — SEVERITY — AREA — COMPLY BY — COMPLIED — 7 DAYS OPEN

SNOW — 0

SIDEWALK COVERED WITH ICE (BROAD ST SIDE OF PROPERTY).

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	NEW		03/04/20		
NOTICE	NOTICE	NEW	LETTER	03/04/20		
RE INSPECT	INSPECTION	NEW		03/04/20		
TO DPW	OTHER	NEW		03/04/20		

DEPARTMENT: Building Inspector REPORTING PERIOD: 02/26/20 TO 03/10/20

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

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	03/04/20	03/04/20		.00
COMPLAINT	NICK WALKER	03/04/20	03/04/20		.00

COMPLAINT/VIOLATION TOTALS .00

1962 46 COUCH ST MOUNTAIN HARBOR PROPERTIES LLC 03/09/2020
0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
GARBAGE	0			1 DAYS OPEN

LOOSE LITTER AND BROKEN GLASS IN YARD AND STREET.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/10/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	03/10/20	03/10/20		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

1961 ELIZABETH EAST ELIZABETH EAST CONDOMINIUM 03/03/2020
PHONE CALL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
SNOW	0			7 DAYS OPEN

ICY SIDEWALK - ELIZABETH STREET SIDE OF PROPERTY

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	NEW		03/04/20		
NOTICE	NOTICE	NEW	LETTER	03/04/20		
RE INSPECT	INSPECTION	NEW		03/04/20		
TO DPW	OTHER	NEW		03/04/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	03/04/20	03/04/20		.00
COMPLAINT	NICK WALKER	03/04/20	03/04/20		.00

COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS 5 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 02/26/20-03/10/20: 5 CREATED 0 COMPLIED

REPORT TOTALS 5 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 02/26/20-03/10/20: 5 CREATED 0 COMPLIED

DEPARTMENT: Building Inspector

REPORTING PERIOD: 02/26/20 TO 03/10/20

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

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

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 03/01/2020 00:00 TO 03/08/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	1	1	0	0	0	0	0	1	0	1	0	0	4
ABC VIOLATIONS	0	0	0	0	0	0	0	1	0	0	0	0	2	3
ADMINISTRATIVE	0	0	0	1	0	0	0	0	0	0	0	2	0	3
AIDED MEDICAL	0	1	0	1	0	0	0	0	2	0	3	1	2	10
ALARM	0	1	3	0	1	0	0	0	2	0	1	1	0	9
ANIMAL DOMESTIC	0	0	0	0	0	0	0	0	0	0	0	0	1	1
ANIMAL WILD	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	0	0	0	3	0	0	0	0	0	0	1	0	4
BEAT MONITORING	0	4	1	0	0	0	0	0	0	0	1	0	0	6
BKGRND INVST CIVILIAN	0	0	0	0	0	7	6	1	1	0	0	0	0	15
BURGLARY	0	0	0	0	0	0	0	0	0	1	0	0	0	1
CITY CODE VIOLATION	0	0	0	0	0	0	1	0	0	0	1	0	0	2
CRIMINAL MISCHIEF	0	0	0	0	0	0	0	1	1	2	0	0	0	4
DEATH INVEST	0	0	0	0	1	0	0	0	0	0	0	0	1	2
DISORDERLY PERSONS	0	2	0	1	0	1	0	1	1	2	1	0	0	9
DOG SEIZURE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
DOMESTIC	0	1	0	1	1	1	2	1	0	0	1	2	0	10
DOOR UNLOCKING	0	0	1	0	0	0	1	1	3	0	0	0	1	7
DRUG INVESTIGATION	0	0	0	0	0	3	0	3	2	1	1	1	0	11
DWI / IMPRD / DRUGS	0	0	1	0	0	0	0	0	0	0	0	0	0	1
EMOTIONALLY DISTRBD PERSN	0	2	0	1	0	0	0	3	1	0	0	0	1	8
FINGERPRINTING	0	0	0	0	0	1	0	0	2	0	0	0	0	3
FOOT PATROL	0	2	1	0	0	1	1	0	0	0	0	0	1	6
HARASSMENT	0	0	0	0	1	0	0	0	1	0	0	0	2	4
INSECURE PROPERTY	0	1	1	0	0	0	0	0	0	0	0	0	0	2
JUVENILE	0	0	0	0	0	0	0	0	2	0	0	0	0	2
LARCENY	0	0	0	0	2	0	2	1	5	1	0	0	0	11
LOST AND FOUND	0	0	2	1	0	1	0	3	1	1	0	0	0	9

M/V ACCIDENT	0	0	0	0	0	1	4	8	6	2	4	0	0	25
M/V OFFENSE	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIHUANA INVST	0	0	0	0	0	1	0	0	0	0	0	1	0	2
MEDIATION-NO OFFENSE	0	0	0	0	0	0	0	1	0	0	0	0	0	1
MISC CALLS	0	2	1	0	0	0	1	0	1	0	1	2	0	8
MISC OFFENSES	0	0	0	0	0	2	1	0	0	0	0	0	0	3
MISSING PERSON	0	0	0	0	0	0	0	0	0	1	0	0	0	1
NOISE VIOLATION	0	3	0	1	0	2	2	3	3	1	2	4	2	23
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	1	1	0	0	0	0	2
PARKING VIOLATIONS	0	1	0	0	0	0	1	2	1	0	2	0	0	7
PAROLE NOTIFICATION	0	0	0	0	0	2	0	0	0	0	0	0	0	2
PRISONER TRANSPORT	0	0	1	0	1	3	0	0	0	1	0	0	0	6
PROPERTY RETRIEVAL	0	0	0	0	0	0	0	0	0	0	0	1	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SERVICES	0	0	0	0	0	2	0	2	0	0	0	0	0	4
SEX CRIMES	0	0	0	0	0	0	0	0	0	0	3	0	0	3
SEX OFFNDR REGISTRATION	0	0	0	0	0	3	1	0	1	0	0	0	0	5
SICK LEAVE	0	0	0	1	0	0	0	0	1	0	0	0	1	3
SUSPICIOUS ACTIVITY RPT	0	0	1	1	1	0	0	1	2	0	1	1	2	10
TRAFFIC STOP	0	6	4	1	0	2	2	1	3	3	1	8	10	41
TRESPASSING	0	0	0	0	0	0	0	0	2	0	0	0	1	3
WARRANT	0	0	1	0	0	0	0	0	0	1	0	1	0	3
WELFARE CHECK	0	1	0	0	0	2	1	2	0	0	1	1	3	11
Totals:	0	28	20	10	11	35	27	37	48	17	25	27	30	315

BLOTTER ACTIVITY REPORT
By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 03/08/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	4	4	0	1	2	1	0	4	1	2	5	1	25
ABC VIOLATIONS	0	11	0	0	0	0	0	1	0	0	0	0	2	14
ABSCONDED	0	1	0	0	0	0	1	0	1	0	0	0	1	4
ADMINISTRATIVE	0	1	2	2	0	1	1	2	0	2	2	3	0	16
AIDED MEDICAL	0	5	4	3	1	2	6	6	9	1	13	6	5	61
ALARM	0	2	9	4	5	6	7	3	6	2	5	1	2	52
ANIMAL DOMESTIC	0	1	2	0	0	2	0	4	1	2	2	4	4	22
ANIMAL WILD	0	0	0	0	0	0	1	1	0	0	0	0	0	2
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	1	1	0	3	0	1	0	0	2	0	2	0	10
BEAT MONITORING	0	18	8	0	0	0	0	0	0	0	1	0	0	27
BKGRND INVST CIVILIAN	0	0	0	6	27	44	43	8	5	1	0	0	0	134
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	0	0	0	0	0	0	1	1	4	0	6
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	1	2	0	3
CITY CODE VIOLATION	0	0	0	0	0	2	1	0	0	1	3	0	0	7
CRIMINAL MISCHIEF	0	0	0	0	0	3	2	2	5	3	2	0	0	17
CROSSING GUARD	0	0	1	1	1	0	0	0	0	1	0	0	1	5
DEATH INVEST	0	0	0	0	1	1	1	1	0	0	0	1	1	6
DISORDERLY PERSONS	0	8	6	3	0	2	4	4	3	6	4	0	4	44
DOG SEIZURE	0	0	0	0	0	0	0	1	1	0	0	0	0	2
DOMESTIC	0	3	4	3	2	3	6	3	5	8	9	8	9	63
DOOR UNLOCKING	0	0	1	1	5	3	12	9	10	9	6	2	3	61
DRUG INVESTIGATION	0	1	1	0	2	4	2	8	10	3	2	2	2	37
DWI / IMPRD / DRUGS	0	0	2	0	1	0	0	0	0	0	0	0	1	4
EMOTIONALLY DISTRBD PERSN	0	2	3	3	0	3	3	6	3	3	3	3	8	40
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FINGERPRINTING	0	0	0	0	2	11	25	18	10	5	3	2	0	76

FIRE	0	0	0	0	0	0	1	0	0	0	0	1	1	3
FOOT PATROL	0	9	8	4	0	2	3	1	3	3	1	4	6	44
FRAUD	0	0	0	0	0	0	1	3	1	1	0	0	0	6
HARASSMENT	0	2	0	0	1	2	4	5	7	5	1	6	4	37
INSECURE PROPERTY	0	5	5	1	0	0	0	0	0	0	0	0	2	13
JUVENILE	0	0	0	0	1	3	4	5	4	1	0	0	2	20
LARCENY	0	2	0	0	3	3	10	9	12	7	5	3	2	56
LOST AND FOUND	0	2	5	1	3	8	2	6	8	5	3	1	0	44
M/V ACCIDENT	0	1	1	0	4	13	17	29	43	23	13	4	5	153
M/V OFFENSE	0	2	1	0	0	1	2	2	0	1	2	2	6	19
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIHUANA INVST	0	0	0	0	0	1	0	0	0	1	0	1	0	3
MEDIATION-NO OFFENSE	0	0	1	0	0	0	3	1	1	0	0	0	0	6
MISC CALLS	0	4	4	2	2	5	8	13	13	7	6	7	7	78
MISC OFFENSES	0	2	0	0	0	5	3	1	4	2	0	2	0	19
MISSING PERSON	0	0	0	0	3	1	1	0	0	1	1	0	0	7
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	0	0	0	0	3	2	3	1	2	3	0	1	15
NOISE VIOLATION	0	21	10	2	1	5	3	5	5	11	5	15	17	100
OUTSIDE AGENCY ASSIST	0	1	0	0	0	2	0	2	4	2	1	0	0	12
PARKING VIOLATIONS	0	5	1	1	1	0	5	10	7	2	3	2	0	37
PAROLE NOTIFICATION	0	0	0	0	0	6	6	8	1	0	0	0	0	21
PRISONER TRANSPORT	0	0	1	0	3	22	0	4	2	3	4	0	0	39
PROPERTY RETRIEVAL	0	0	0	0	0	0	3	2	3	4	1	6	1	20
SAFE SCRIPTS PROGRAM	0	0	0	0	0	4	5	1	6	0	0	0	0	16
SERVICES	0	4	3	3	1	2	2	6	3	5	1	4	3	37
SEX CRIMES	0	0	0	0	0	1	3	5	3	2	4	0	0	18
SEX OFFNDR REGISTRATION	0	0	0	0	0	21	14	3	7	2	1	0	0	48
SICK LEAVE	0	0	3	11	7	1	5	6	21	12	4	1	6	77
SUSPICIOUS ACTIVITY RPT	0	1	6	1	2	1	3	4	4	2	3	8	7	42
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	1	1	2	0	5
TRAFFIC STOP	0	35	27	4	0	7	21	7	12	16	23	86	80	318
TRESPASSING	0	1	6	1	2	1	2	2	5	1	3	1	5	30

WARRANT	0	3	1	1	0	2	1	1	2	5	1	4	0	21
WELFARE CHECK	0	9	3	1	2	10	13	18	10	9	14	12	7	108
Totals:	0	167	135	60	87	221	267	239	266	188	163	217	207	2217

PROPOSAL
FOR WELL-SITING SURVEYS
CITY OF PLATTSBURGH, NEW YORK
February 27, 2020

Following is a proposed scope of work to perform well-siting geophysical surveys as requested by the City of Plattsburgh, New York. Additional electrical resistivity surveys are proposed on the City's Mead Reservoir property, and on a City-designated site off Bradford Road in the Town of Plattsburgh. The objective of these surveys is to assess subsurface geologic conditions with the goal of identifying promising candidate locations for possible future water well development, locations which would be expected to offer enhanced potential for developing high-yielding groundwater sources.

Proposed Scope of Services

HSA will lay out survey lines over the properties, i.e., clearing of survey pathlines, if necessary, and setting of markers, such as surveyors' flags. Next, detailed, subsurface geophysical data will be collected along the survey lines using electrical resistivity survey methods. The approximate locations of the proposed surveys are shown on the attached maps. The survey lines would be positioned and oriented to provide maximum length and coverage of the properties due to the fact that the depth to which a subsurface resistivity profile can be modeled is a function of survey line length.

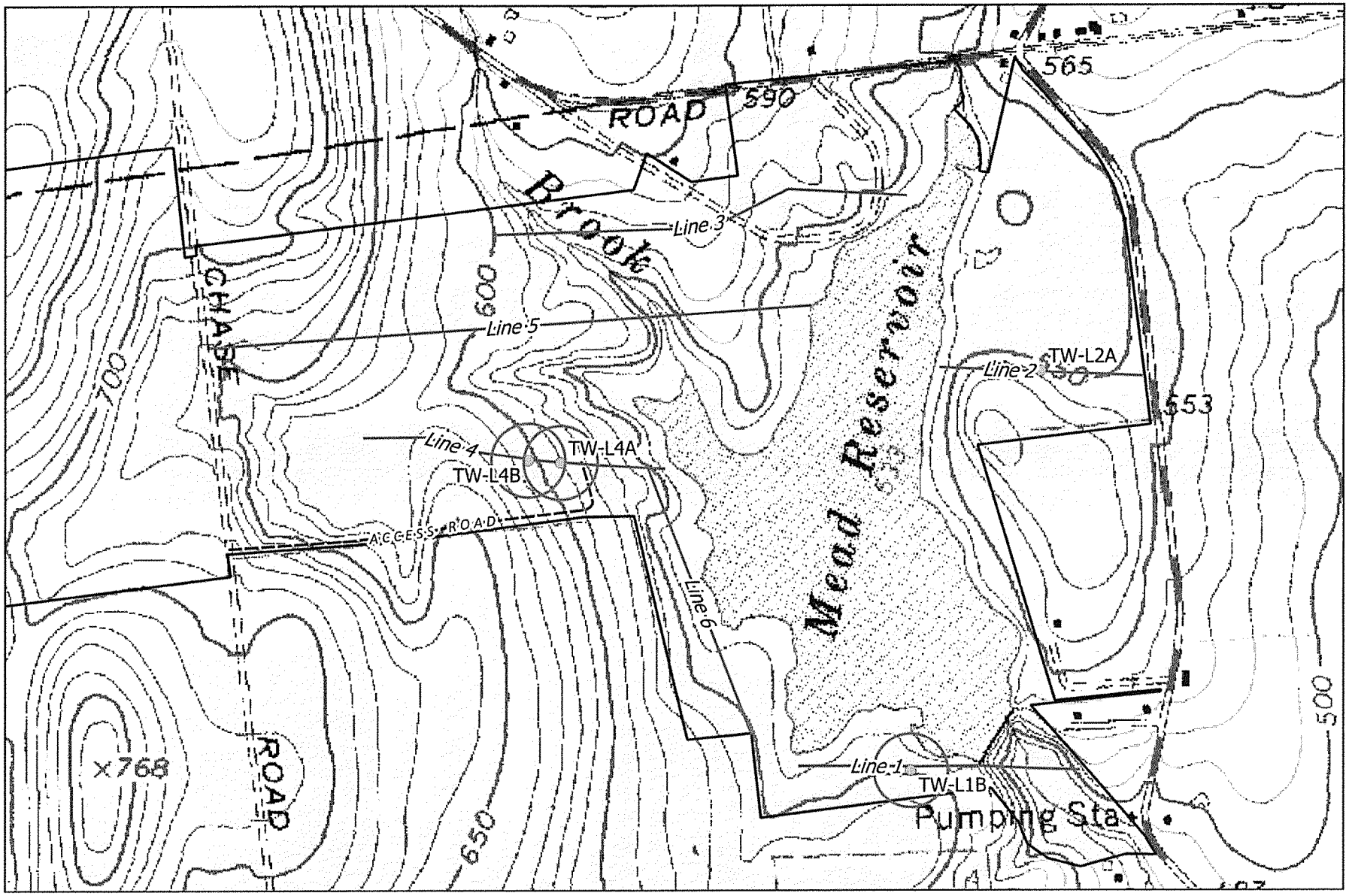
After the surveys are complete, the data collected would be modeled and analyzed using computer methods. The survey results will be integrated with other geologic and hydrogeologic information gained as a result of HSA's previous work for the City, and practical considerations given the site conditions. Test well drilling targets would then be selected. It is possible that multiple promising locations will be identified on each property. If so, HSA will rank the recommended locations in the order of their perceived potential as well as technical and logistical favorability. HSA will search for well locations at which a range of qualities are optimized.

Upon completion, HSA will submit maps showing recommended well locations in relation to property lines and cultural features, along with a brief letter report documenting what was done, and explaining the basis for choosing each recommended well location and ranking. This task includes HSA returning to the site to stake the proposed test well locations in the field and review them with City officials.

We anticipate that the City and HSA would collectively discuss the recommendations, engineering and practical considerations, and the City may decide at which sites it wishes to install test wells. The map showing the proposed test well sites could also be sent to NYSDOH and NYSDEC, so that the agencies can confirm that the chosen sites appear to be acceptable locations for wells serving a public water supply.

A not-to-exceed cost is proposed for this work since the precise cost for the surveys will be dependent upon the density of vegetation and site conditions, and how these factors influence the amount of time and effort needed to conduct them. Overall, the scope of work proposed, the surveys themselves and the results therefrom are expected to be similar to those HSA performed on behalf of the City at their Mead Reservoir property in January, 2019.

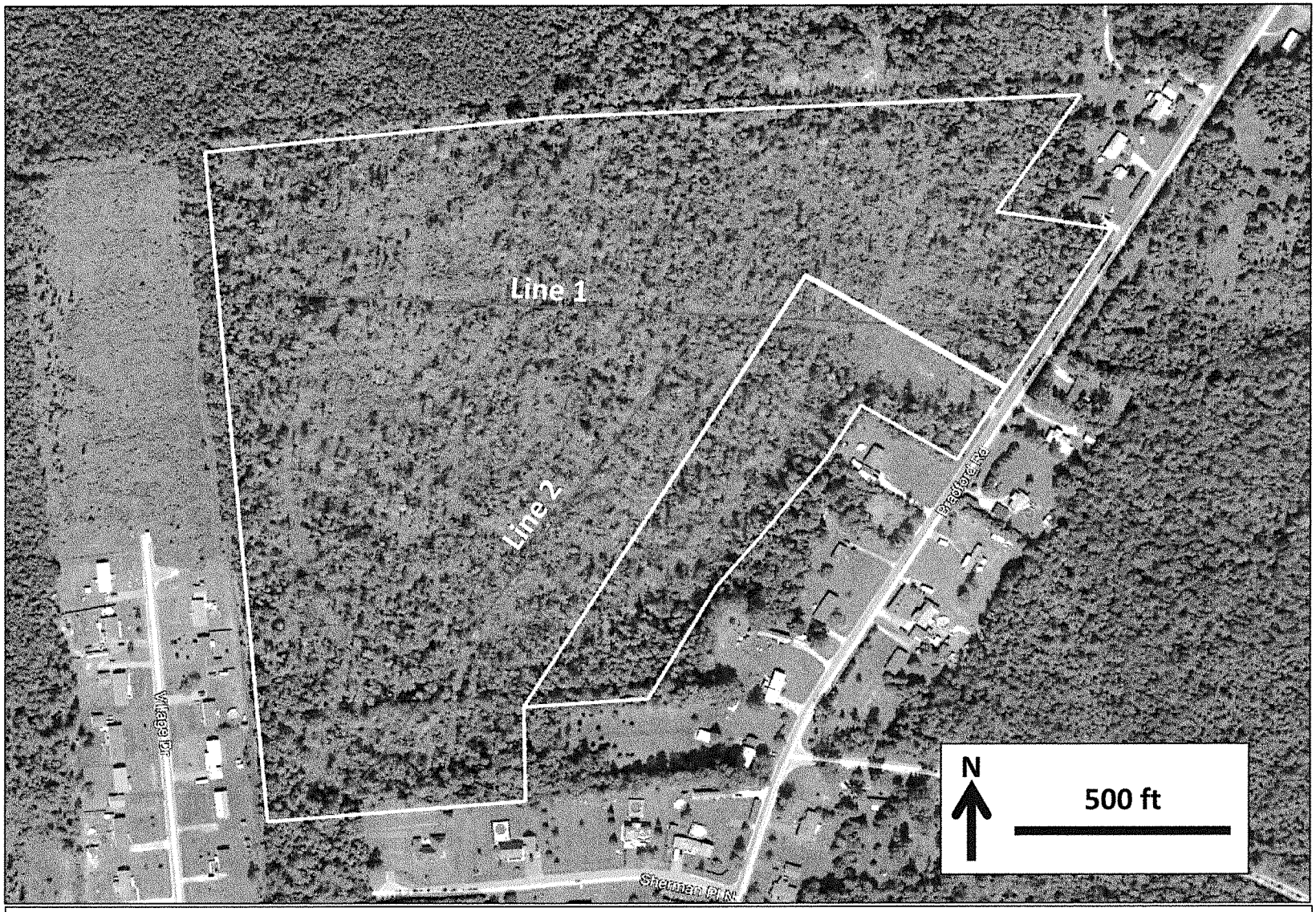
1st Property Surveyed, Data Analysis & Report	$19,800
Additional Property Surveyed During Same Mobilization	$ 9,800



This map shows existing resistivity lines 1 through 4, the four test wells, and rough locations of proposed new resistivity lines 5 and 6 (2/27/20).

Added Resistivity Lines 5 and 6
Mead Reservoir Property

0 1000 ft N



Proposed Locations of Geophysical Lines on Bradford Road Property
Plattsburgh, NY

LS00A00605
Technical Coordination
NEI Job Code: 0346-002-001
Project Code: **LS-2020-028**

Federal Award Identification.

Subrecipient Name: **City of Plattsburgh**
Subrecipient's DUNS number: 080474547
Federal Award Identification Number (FAIN): **00A00605**
66.481
Federal Award Date: **08/13/2019**
Subaward Period of Performance Start and End Date: **Agreement Execution Date** to **June 30, 2022**
Amount of Federal Funds: **$19,605**
Total Amount of the Federal Award to NEIWPCC: **$4,674,122**
Federal award project description: **Lake Champlain Basin Program**

This funding is authorized by Section 120 of the Clean Water Act to implement a program for the public's benefit. The award will help the New England Interstate Water Pollution Control Commission's (NEIWPCC's) Lake Champlain Basin Program (LCBP) staff to accomplish the following goals: 1. Coordinate the continued exchange of state, federal and local perspectives and concerns on LCBP programs and activities; 2. Advise the Steering Committee, states of Vermont and New York, and the Environmental Protection Agency of progress toward achieving objectives of LCBP's work plans and other activities; 3. Reduce phosphorus inputs to Lake Champlain to promote a healthy and diverse ecosystem and provide for sustainable human use and enjoyment of the Lake; 4. Reduce toxic contamination to protect public health and the Lake Champlain ecosystem; 5. Promote a basin-wide perspective on water quality issues of regional and national importance; 6. Coordinate efforts of water pollution control experts to assist in evaluating the spread of invasive species in the Lake and to develop an appropriate management plan to minimize their impact; 7. Minimize the risks to humans from water-related hazards in the Lake Champlain Basin; 8. Protect, conserve and restore Lake Champlain basin wetlands, streams and riparian habitats and the functions and values they provide; and 9. Inform citizens of activities and progress related to program implementation and towards achieving water quality goals. This award will be assisting research, monitoring, studies, and modeling and technical and supporting work necessary for the development and implementation of the Lake Champlain Management Plan.

Authorized Official Contact Information:

Federal awarding agency:	Environmental Protection Agency Katonya Parker, Parker.Katonya@epa.gov, 617-918-1967
Recipient:	NEIWPCC Heather Radcliffe, hradcliffe@neiwpcc.org, 978-349-2506
Subrecipient:	City of Plattsburgh Jonathan Ruff, RuffJ@cityofplattsburgh-ny.gov, (518) 726-6377

MEMORANDUM of AGREEMENT
between
NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION
and
CITY OF PLATTSBURGH

This Agreement is made and entered into by and between the New England Interstate Water Pollution Control Commission ("NEIWPCC"), represented by NEIWPCC's Executive Director as the Contracting Officer, and having its usual place of business at Wannalancit Mills, 650 Suffolk Street, Suite 410, Lowell, MA 01854 (Tel: 978-323-7929; Fax: 978-323-7919), and City of Plattsburgh (the "Subrecipient"), 41 City Hall Place, Plattsburgh, NY 12901; (Tel: (518) 726-6377; Email: RuffJ@cityofplattsburgh-ny.gov); Contact: Jonathan Ruff.

This agreement sets forth the conditions under which the Subrecipient will assist NEIWPCC, through the Lake Champlain Basin Program (LCBP), in conducting the **Plattsburgh Illicit Discharge Detection and Elimination Study** project (the "Project"). The Subrecipient is responsible for conducting the work and services as described in the attached Scope of Work and budget. This agreement may be amended at any time by mutual consent and may be cancelled by either party upon formal written notification.

As part of this agreement, the following responsibilities are agreed upon by the undersigned:

A. Responsibilities of the City of Plattsburgh:

1. Provide an anticipated match of One Thousand Five Hundred Dollars **($1,500)** in non-federal matching funds, or in kind and volunteer services and resources to help NEIWPCC meet matching requirements of the federal funds. Match must be documented on enclosed "NEIWPCC Match Certification Form."

2. Brief (1-2 page) quarterly written or electronic reports shall be submitted by the 10th day after the end of each calendar quarter (i.e., April 10 for January-March, July 10 for April-June, October 10 for July-September, and January 10 for October-December) to the Oversight Project Officer(s) designated in Section B. hereof. Electronic submissions are encouraged. The quarterly reports shall describe work progress to date; completed outputs; problems encountered and anticipated, including but not limited to the means of responding to those problems; a statement of activity anticipated during the next reporting period; and a comparison of the percentage of the Project completed to the Project schedule. Payment of contractual invoices is contingent upon NEIWPCC's timely receipt and approval of quarterly reports.

3. Submit a draft final report no later than **December 31, 2021** to the Oversight Project Officer(s) listed in Section B. Upon submittal of the draft final report, all tasks described in the Scope of Work must be complete. NEIWPCC's staff will coordinate review of the draft final report and will communicate any deficiencies in the tasks required under the Scope of Work, Quality Assurance Project Plan or other Agreement Documents and any required revisions to the Subrecipient. NEIWPCC's payment of Subrecipient's final invoice is contingent on NEIWPCC's receipt of the approved final report and determination that no additional or corrective work is required. The Subrecipient must obtain approval of their final report by the agreement end date indicated in Section D. Extension beyond this date can only be granted by a formal amendment to this agreement signed by both NEIWPCC and the Subrecipient.

4. While electronic submissions are preferred, the Subrecipient agrees to use recycled paper for all non-electronic reports, which are prepared as a part of this agreement and delivered to NEIWPCC, LCBP, or the person(s) with oversight responsibility named in Section B.

5. The Subrecipient agrees that it shall not release any work products, including but not limited to draft and/or final quarterly or final reports, data, maps, and charts, to any party other than NEIWPCC or make such products available to the public without obtaining NEIWPCC's prior written consent.

6. NEIWPCC's or LCBP's approval of work products, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Subrecipient of responsibility for the technical adequacy of his/her work. Neither NEIWPCC's nor LCBP's review, approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this agreement, including but not limited to the right to reject "defective" work, defined as work not in conformance with the requirements of the Agreement Documents or applicable Quality Assurance Project Plan.

7. All products and materials (including but not limited to agendas, press releases, web pages) associated with this project and/or developed under this agreement must include Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LS00A00605) to NEIWPCC in partnership with the Lake Champlain Basin Program." All publications associated with this project and/or developed under this agreement must include the Lake Champlain Basin Program and NEIWPCC logos and contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (LS00A00605) to NEIWPCC in partnership with the Lake Champlain Basin Program (LCBP). NEIWPCC manages LCBP's personnel, contract, grant, and budget tasks and provides input on the program's activities through a partnership with the LCBP Steering Committee. The contents of this document do not necessarily reflect the views and policies of NEIWPCC, the LCBP Steering Committee, or the EPA, nor does NEIWPCC, the LCBP Steering Committee or the EPA endorse trade names or recommend the use of commercial products mentioned in this document." The provisions of this Clause shall survive the expiration or earlier termination of this Agreement.

8. If the Subrecipient and/or any subcontractor(s) are engaging in "environmental data operations," the Subrecipient and/or any subcontractor(s) are responsible for preparing a Quality Assurance Project Plan (QAPP). The QAPP is to be reviewed and approved by NEIWPCC and other organizations (such as U.S. EPA or state environmental agencies), as necessary. QAPPs are required in support of all "environmental data operations" in accordance with NEIWPCC's and U.S. EPA Quality Assurance Policy and Standards. The term "environmental data operations" refers to activities involving the collection, generation, compilations, analysis, evaluation, and use of environmental data. The Subrecipient must forward the QAPP to NEIWPCC's Quality Assurance Project Manager. NEIWPCC, as the lead organization, will submit the QAPP to any other pertinent organizations for their approval as necessary. The QAPP must be fully-approved by all governing organizations (NEIWPCC, U.S. EPA, state agencies, etc.) before any data collection and/or generation activities begin. No contractual invoices will be paid for any environmental data operations begun prior to NEIWPCC's receipt of a fully-approved QAPP.

9. The Subrecipient acknowledges and agrees that he/she is not an employee of NEIWPCC but is an independent contractor.

10. The Subrecipient agrees to notify the NEIWPCC and the LCBP 30 days in advance of any press events, public kick-off meetings, ribbon cuttings, tours, or debut events associated with this project. Notification should be provided to the individual(s) listed in Section B by phone, email, or mail.

11. If any geographic information system data are produced under this project, the Subrecipient agrees to adhere to the requirements of EPA's National Geospatial Data Policy. The Subrecipient will provide documentation for all produced data, including source information for each digital layer (i.e., scale and accuracy, map projection, coordinate system, etc.) and specific information about the layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). GIS data produced under this project will be submitted to NEIWPCC as a deliverable and are subject to Section G of this agreement.

B. Oversight:

Technical and administrative oversight of all work performed under this agreement shall be provided by the following individual(s). The Subrecipient shall receive direction from and shall submit all reports, data and other deliverables for work performed to:

Mae Kate Campbell	Heather M. Radcliffe
LCBP	NEIWPCC
54 West Shore Road	650 Suffolk Street, Suite 410
Grand Isle, VT 05458	Lowell, MA 01854
Tel: (802) 372-3213	Tel: (978) 349-2506
Fax: (802) 372-3233	Fax: (978) 323-7919
Email: mkcampbell@lcbp.org	Email: hradcliffe@neiwpcc.org

The final invoice for payment shall be received in NEIWPCC's main office in Lowell, MA within 60 days of the end date of this agreement. Any invoices and questions regarding invoice payment should be directed to Heather Radcliffe, NEIWPCC. If additional time is needed for Project completion and the approval process, the Lowell Oversight Project Officer shall process the Subrecipient's written request for an amendment and such request may be granted or withheld at NEIWPCC's sole discretion. The amendment will not be unreasonably withheld; provided however that in no event may the Agreement time extend beyond any deadline imposed by EPA or any other funding agency.

C. Duration of the Agreement

The Subrecipient shall complete all work and services required under this agreement by **June 30, 2022**.

D. Compensation

NEIWPCC's obligation under this agreement is for a total amount not to exceed **Nineteen Thousand Six Hundred Five Dollars ($19,605)** within the agreement period for the work product of the Subrecipient. Payment is contingent upon NEIWPCC's receipt of funding.

Payments for work performed shall be made from approved original invoices, pending receipt of one W-9 form, completed by the Subrecipient, if appropriate. The amounts invoiced must be consistent with the Task Budget shown below, with completion of the tasks consistent with the description in the Scope of Work. Tasks must be completed before payment is sought. Partial payment on individual tasks will not be processed. Invoices are to be submitted by the Subrecipient to the Lowell Oversight Project Officer for approval for payment according to the following schedule:

$ 2,000	Task 1 - Develop QAPP
$ 3,400	Task 2 - Preparations for Study
$ 4,705	Task 3 - Conduct Illicit Discharge Detection Survey
$ 4,500	Task 4 - Conduct Advanced Investigations
$ 5,000	Task 5 - Approved Final Report
$19,605	**Total**

Any billings incurred for this Project from the agreement execution date through **June 30, 2022** must be received by the Oversight Project Officer in NEIWPCC's main office in Lowell, MA no later than **August 30, 2022**. Any billing invoices received after **August 30, 2022** will not be processed and payment due will be lost.

Payments shall be made within forty-five (45) days of receipt of an approved invoice and the corresponding quarterly or approved final report (as applicable) in NEIWPCC's main office in Lowell, MA. NEIWPCC may refuse to approve the whole or any part of any payment due to incomplete or defective work.

E. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless NEIWPCC, its members, officers, and employees, and the U.S. EPA from and against all claims, damages, demands, payments, suits, actions, recoveries, judgments, losses and expenses, including reasonable attorneys' fees, arising out of any omission or act of the Subrecipient, its agents, employees, or subcontractors in the performance of this agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any willful misconduct or negligent act or omission of Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

F. Insurance and Bond.

1. The Subrecipient shall furnish to NEIWPCC a certificate or certificates of insurance in a form satisfactory to NEIWPCC showing compliance with this section. The certificate(s) shall provide that the policies shall not be changed or canceled or allowed to expire until at least thirty (30) days' prior written notice has been given by the insurer or its agent to NEIWPCC. The Subrecipient shall not begin performance until the delivery of the certificate(s) to NEIWPCC.
2. The Subrecipient shall, at its sole expense, obtain and maintain in force, **and shall require any subcontractor or assignee** to obtain and maintain in force, both for the benefit of NEIWPCC, the following kinds and amounts of insurance:
   a. Workers' Compensation Insurance. The policy shall cover the obligations of the Subrecipient in accordance with the Workers' Compensations Law and Disability Benefits Law covering all operations under the Contract, whether performed by it, or by its subcontractor.
   b. Liability and Property Damage Insurance. Unless otherwise specified, each policy shall have limits not less than: $2,000,000 combined (Bodily Injury & Property Damage); $3,000,000 aggregate, single limit per occurrence.
3. Coverage for all damages arising during the policy period shall be furnished in the following types specified:
   a. Contractors' Liability Insurance issued to and covering the liability (i) for damages imposed by law upon the Subrecipient, and (ii) including in such liability insurance policy the related provisions in the specifications with regard to indemnifying and holding NEIWPCC harmless to the fullest extent permitted by law from any suits, actions, damages, and costs of every name and description, with respect to all work performed by the Subrecipient and any subcontractor under the agreement.

b. Contractual Liability Insurance issued to and covering the liability for damages imposed by law upon each Subrecipient with respect to all work performed by said Subrecipient under the agreement.

c. Contractors' Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Subrecipient with respect to all work under the agreement performed for the Subrecipient by subcontractors.

G. Title to Property and Data; Copyrights and Patents

1. The Subrecipient grants to NEIWPCC and to the awarding agency (where applicable) an irrevocable, royalty-free, non-transferable, non-exclusive right to license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this agreement for research, education, and non-commercial purposes and/or to meet NEIWPCC's obligation to the awarding agency.

   The Subrecipient grants to NEIWPCC the right to use data created in the performance of this agreement for research, education, and non-commercial purposes and/or to meet NEIWPCC's obligation to the awarding agency.

   The Subrecipient shall be free to publish the results of this agreement after prior notice to NEIWPCC and determination that no copyright or patent filing protection may be lost through such publication.

2. Copyrighted Material and Data: In accordance with 2 CFR 200.315, U.S. EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for federal purposes. In addition, U.S. EPA may authorize another grantee to use copyrighted works or other data developed with agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of federal grant funds.

3. NEIWPCC reserves the right to copyright or patent any work, discovery, or invention which arises or is developed in the course of or under this agreement.

4. Rights to inventions developed in the course of or under this contract are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212. Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), U.S. EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the Subrecipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov. Annual utilization reports must be submitted through the system. The Subrecipient is required to notify the Project Officer(s) identified in Section B of this agreement when an invention report, patent report, or utilization report is filed at http://iEdison.gov. U.S. EPA elects not to require the Subrecipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

H. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties hereto agree that the use of scanned or facsimile signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

I. Additional Obligations for Subawards

1. By signing below, the Subrecipient confirms the certifications and assurances as shown in previously signed NEIWPCC Subrecipient Risk Assessment Form (attached).

2. The Subrecipient is subject to the terms and conditions of the EPA prime award and other special terms and conditions.

   a. *EPA General Terms and Conditions.* The Subrecipient assures that it will comply with the EPA General Terms and Conditions as outlined at http://www2.epa.gov/grants/grant-terms-and-conditions#General%20Terms%20and%20Conditions.

   b. *Cybersecurity.* The Subrecipient assures that it will comply with the EPA Cybersecurity Grant condition as outlined at http://www2.epa.gov/grants/cybersecurity-grant-condition-other-recipients-including-intertribal-consortia. If the Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange, the Subrecipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. By signing below, the Subrecipient agrees to contact the EPA Project Officer regarding the cybersecurity condition.

   c. *Lobbying.* No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

   d. *Debarment, Suspension, and Other Responsibility Matters.* Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

   e. *Audits.* Subrecipient assures Prime Recipient that it complies with 2 CFR 200 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this Subaward Agreement. Subrecipient will provide a copy of all audit reports during the subaward period, as requested. Subrecipient will response to all requests for information in a reasonable time period. Prime Recipient reserves the right to inspect, upon Prime Recipient's reasonable advance notice and during normal business hours, Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subaward Agreement, and all books, records, and documents of any kind pertaining to the Subaward Agreement. Subrecipient agrees to provide copies of any records, receipts, accounts or other documentation to Prime Recipient in a timely fashion as reasonably requested by Prime Recipient. Subrecipient will keep all usual and proper records and

books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment.

f. *Trafficking in Persons.* Pursuant to the Trafficking Victims Protections Act of 2000, Section I06 (g), as amended (2 CFR §175.15), the Subrecipient assures Prime Recipient that Subrecipient and its employees will not: (1) engage in severe forms of trafficking in persons during the period of time that this agreement is in effect; (2) procure a commercial sex act during the period of time that this agreement is in effect; or (3) use forced labor in the performance of the project.

3. The Subrecipient agrees to comply with all EPA terms and conditions under the prime agreement which includes all requirements and responsibilities that may be passed on to NEIWPCC during the life of this subaward.

4. By signing below, the Subrecipient agrees to certify compliance with all requirements and responsibilities of this subaward and with all EPA terms and conditions under the prime agreement at the conclusion of this agreement by signing the Subrecipient Final Certification provided by NEIWPCC.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of date last written below.

NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION

_____
Susan J. Sullivan
Executive Director Date _____

CITY OF PLATTSBURGH

_____
Jonathan Ruff
Environmental Manager
Date _____

Plattsburgh, New York

Kristofer Gushlaw
Chief Plant Operator

Water Resource Recovery Facility
53 Green Street
Plattsburgh, NY 12901
518-563-7172
gushlawk@cityofplattsburgh-ny.gov

March 10, 2020

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

RE: CONTRACT EXTENSIONS FOR LABORATORY SERVICES AT THE WPCP CONTRACT #2017-14

Dear Mayor Read and Councilors:

The WRRF's current Contract #2017-14: Laboratory Services at the WRRF expires on March 31, 2020. The two laboratories would like to exercise their second one-year extension.

The length of the contract is for a one-year term beginning on April 1, 2020. The contract stipulates that the contract may be extended for one additional year, up to three years upon mutual agreement between the City and laboratory. The two laboratories have one additional one-year extension remaining.

We respectfully request that the contract for BOD/CBOD testing be extended for one year with **Endyne, Inc**, 315 New York Rd, Plattsburgh, NY 12903 for the lump sum of $20,800.00. We respectfully request that the contract for 78 other items (not BOD/CBOD) be extended for one year with **ALS Environmental**, 1565 W Jefferson Rd, Building 300, Suite 360, Rochester, NY 14623 for $18,867.00.

The correspondence is attached for your convenience.

Best Regards,

Kristofer Gushlaw
Chief WPCP Operator

cc: J. Ruff
J. Henry
W. Ellsworth
File: Bids and Contracts/2020

Plattsburgh, New York

Kristofer Gushlaw
Chief Plant Operator

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

March 9, 2020

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

Dear Mayor Read and Councilors:

On February 11, 2020, Thatcher Chemical, who currently holds Contract #2017-16: Sodium Thiosulfate for the WRRF were asked if they would like to extend their current contract for one year. Sodium Thiosulfate is used at the Water Resource Recovery Facility (WRRF) for the removal of sodium hypochlorite (bleach) from the plant's effluent water during disinfection season.

The length of the contract extension is for a one-year term beginning on April 1, 2020. The contract stipulates that the contract may be extended for one additional year upon mutual agreement between the City and supplier. This is the final extension out of the two available.

The WRRF's estimated use is 38,800 gal/yr. The unit price is set at $1.84/gallon, making the estimated sum $71,392 for 2020. The WRRF has budgeted for this amount.

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

Best Regards,

Kristofer Gushlaw
Chief WPCP Operator

File: Bids and Contracts/2020