



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-536-7542  
Fax: 518-561-8236  
[lawliss@cityofplattsburgh-ny.gov](mailto:lawliss@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**

03/10/2020 14:08  
14271bee

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

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



1P  
1plcvl1rpt

| 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 \*\*



03/10/2020 14:08  
14271bae

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

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



DEPARTMENT: Building Inspector  
REFERENCE LOCATION  
CASE  
COMPLAINT/VIOLATION

INSPECTION INSPECTOR  
COMPLAINT NICK WALKER  
COMPLAINT NICK WALKER

COMPLAINT/VIOLATION TOTALS

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

VIOLATION GARBAGE  
LOOSE LITTER AND BROKEN GLASS IN YARD AND STREET.  
SEVERITY 0 AREA MOUNTAIN HARBOR PROPERTIES LLC 03/09/2020

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

INSPECTION INSPECTOR  
COMPLAINT JIM WELCH  
COMPLAINT JIM WELCH

COMPLAINT/VIOLATION TOTALS

1961 ELIZABETH EAST SEVERITY 0 AREA ELIZABETH EAST CONDOMINIUM 03/03/2020

VIOLATION SNOW  
ICY SIDEWALK - ELIZABETH STREET SIDE OF PROPERTY  
SEVERITY 0 AREA ELIZABETH EAST CONDOMINIUM 03/03/2020

STEPS INITIAL INSPECT  
NOTICE  
RE INSPECT  
TO DPM  
ACTION TYPE  
INSPECTION  
NOTICE  
INSPECTION  
OTHER  
STATUS  
NEW  
NEW  
NEW  
NEW  
NOTICE  
LETTER  
SCHEDULED  
STARTED  
COMPLETED  
FEE AMOUNT  
.00  
.00  
.00  
.00

INSPECTION INSPECTOR  
COMPLAINT NICK WALKER  
COMPLAINT NICK WALKER

COMPLAINT/VIOLATION TOTALS

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

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

5 COMPLAINTS/VIOLATIONS 0 COMPLETED .00

5 COMPLAINTS/VIOLATIONS 0 COMPLETED .00

7 DAYS OPEN

03/10/2020 14:08  
14271b6e

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

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

IP 4  
|picv1rpt

DEPARTMENT: Building Inspector

REFERENCE LOCATION  
CASE

COMMENT

AREA  
SOURCE

RESPONSIBLE PARTY  
SEVERITY

CREATED  
COMPLETED

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



**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 INVT 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 DISTURBD<br>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   |
| MARIJUANA 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 OFFENDR<br>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<br>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     |





|               |   |   |   |   |   |    |    |    |    |   |    |    |   |     |
|---------------|---|---|---|---|---|----|----|----|----|---|----|----|---|-----|
| 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.

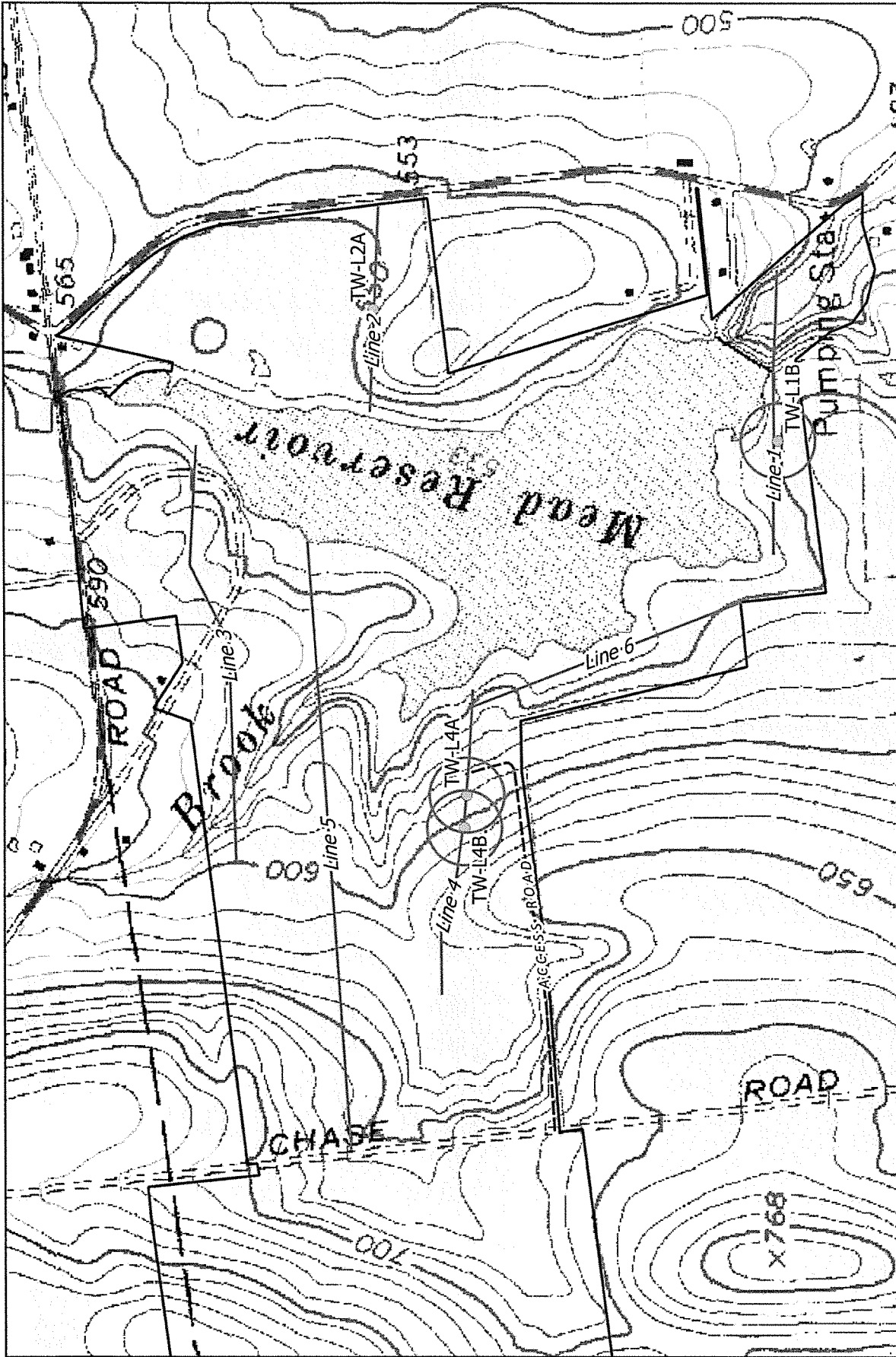
After the surveys are complete, the data collected would be modeled and analyzed using computer methods. The survey results will be integrated with other geologic and hydrogeologic information gained as a result of HSA's previous work for the City, and practical considerations given the site conditions. 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.

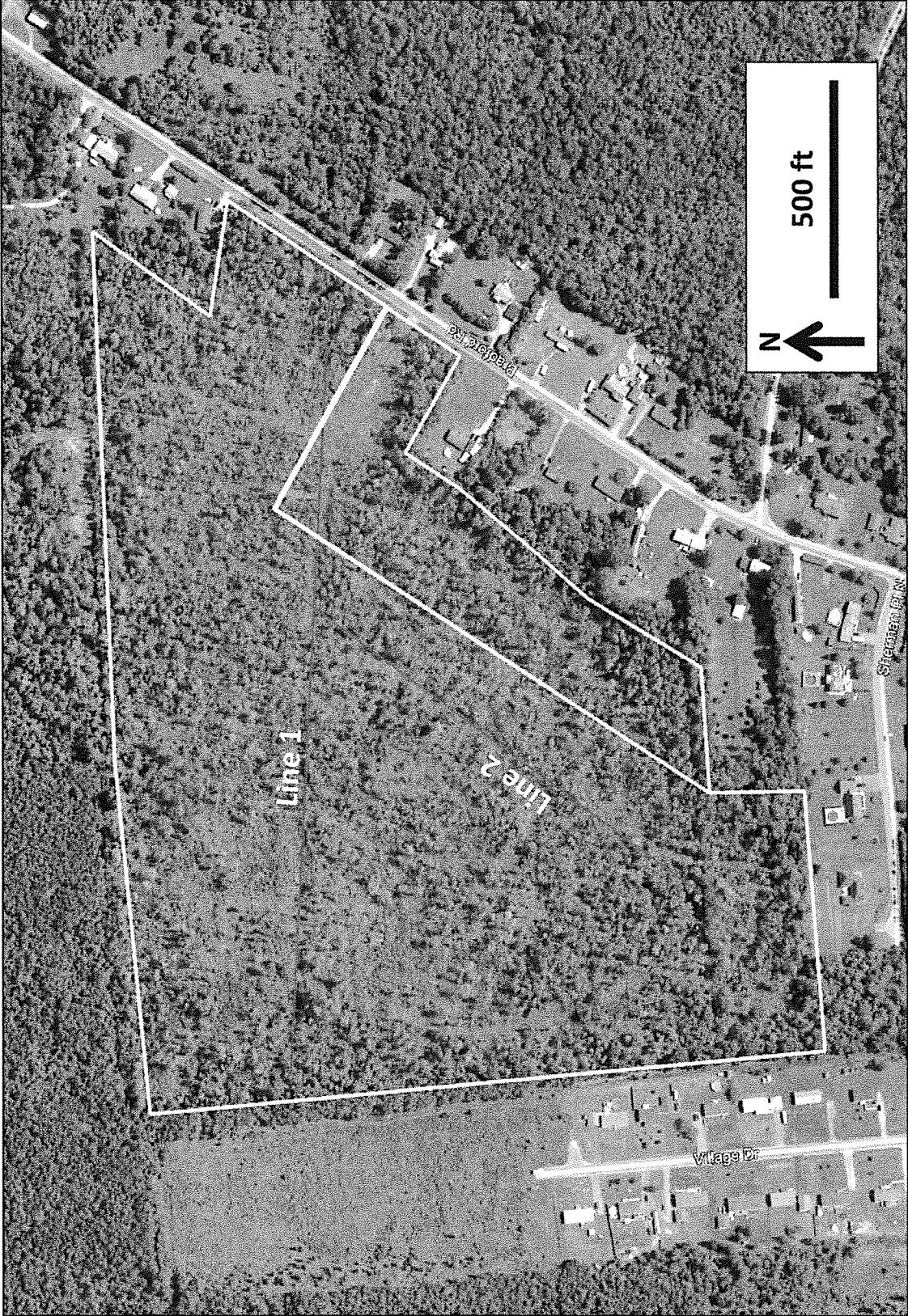
A not-to-exceed cost is proposed for this work since the precise cost for the surveys will be dependent upon the density of vegetation and site conditions, and how these factors influence the amount of time and effort needed to conduct them. Overall, the scope of work proposed, the surveys themselves 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.

|   |          |
|---|----------|
| Ist Property Surveyed, Data Analysis & Report         | \$19,800 |
| Additional Property Surveyed During Same Mobilization | \$ 9,800 |



Added Resistivity Lines 5 and 6  
Mead Reservoir Property

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).



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<br>Katonya Parker, <a href="mailto:Parker,Katonya@epa.gov">Parker,Katonya@epa.gov</a> , 617-918-1967      |
| Recipient:               | NEIWPCC<br>Heather Radcliffe, <a href="mailto:hradcliffe@neiwpc.org">hradcliffe@neiwpc.org</a> , 978-349-2506                             |
| Subrecipient:            | City of Plattsburgh<br>Jonathan Ruff, <a href="mailto:RuffJ@cityofplattsburgh-ny.gov">RuffJ@cityofplattsburgh-ny.gov</a> , (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 10<sup>th</sup> 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  
LCBP  
54 West Shore Road  
Grand Isle, VT 05458  
Tel: (802) 372-3213  
Fax: (802) 372-3233  
Email: [mkcampbell@lcbp.org](mailto:mkcampbell@lcbp.org)

Heather M. Radcliffe  
NEIWPCC  
650 Suffolk Street, Suite 410  
Lowell, MA 01854  
Tel: (978) 349-2506  
Fax: (978) 323-7919  
Email: [hradcliffe@neiwpcc.org](mailto: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            |
| <u>\$ 5,000</u> | Task 5 - Approved Final Report                      |
| <b>\$19,605</b> | <b>Total</b>  |

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 NEIWPC 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 NEIWPC's obligation to the awarding agency.

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

The Subrecipient shall be free to publish the results of this agreement after prior notice to NEIWPC 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. NEIWPC 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 NEIWPC 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 106 (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

CITY OF PLATTSBURGH

\_\_\_\_\_  
Susan J. Sullivan  
Executive Director      Date \_\_\_\_\_

\_\_\_\_\_  
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