

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF PLATTSBURGH AND TOWN OF PLATTSBURGH  
INFRASTRUCTURE**

This **MEMORANDUM OF AGREEMENT** (“MOA”), dated as of the 16th day of April, 2021, by and between the **CITY OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, Clinton County, New York (the “City”) and the **TOWN OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 151 Banker Road, Plattsburgh, Clinton County, New York (the “Town”).

**W I T N E S S E T H:**

WHEREAS, the City and Town are municipal corporations duly established and validly existing under the laws of the State of New York; and

WHEREAS, in furtherance of the Plattsburgh Compact between the City and the Town (“Compact”), in which both municipalities recognize the vast public safety responsibility and economic power of quality infrastructure, principally clean and safe water—one of our most precious resources—and waste-water treatment, an equally important and potentially valuable resource; and

WHEREAS, pursuant to the Compact, both the City and Town desire to enter into this MOA to explore opportunities related to enhancements to and resiliencies and efficiencies of each municipality’s individual infrastructure and that of shared infrastructure in the future which shall include water systems and waste water systems; and

WHEREAS, the purpose of this MOA is to establish a framework of cooperation upon which the City and Town may develop procedures and processes to ensure the safe, sustainable and consistent provision of water and wastewater services to our communities for future generations; and

WHEREAS, both the City and Town operate and maintain drinking water and sewer systems which are interconnected at certain integral locations; and

WHEREAS, in more populated areas and commercial corridors, the Town sources public water supplies from multiple wells located through-out the Town which service extensive public systems. In these same areas, wastewater is collected by public infrastructure and ultimately conveyed to the City wastewater treatment facility. In rural areas of the Town private wells provide safe drinking water and individual sewage treatment systems are used to handle wastewater; and

WHEREAS, the City sources its drinking water from a combination of surface reservoirs and the Saranac River. The public water supply is filtered and treated at the Hammond Lane water plant located in the Town. The City is also exploring a groundwater well field near Mead Reservoir. The City operates and maintains a robust wastewater treatment facility at the mouth of the Saranac River on Lake Champlain, which as noted above, receives wastewater from the Town as well as septage from haul trucks which operate within the Town; and

WHEREAS, where practical and necessary, the City and Town have established interconnection of water and wastewater services.

WHEREAS, Section 20 of the General City Law of the State of New York authorizes, among other things, each city located in the State to contract and be contracted with; and

WHEREAS, Section 64 of the Town Law of the State of New York authorizes, among other things, incorporated Towns located in the State to contract and be contracted with; and

WHEREAS, by Resolution No. \_\_\_\_\_, duly adopted by the City on April 15, 2021, the City authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the “City Planning Resolution”); and

WHEREAS, by Resolution No. \_\_\_\_\_, duly adopted by the Town on April 15, 2021, the Town authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the “Town Planning Resolution”); and

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that the parties agrees to the terms and conditions as follows:

1. The City and Town acknowledge the “special relationship” of interconnected and interdependent systems for the provision of water and wastewater services to City and Town residents. To advance this “special relationship”, the City and Town acknowledge and respect the shared public health and economic benefits of this relationship and to use public and economic health as the guiding principle for maintenance, repair, and expansion of services.

2. Where financially practical and mutually beneficial, or where the greatest public health benefits can be achieved, the City and Town commit to research and explore opportunities to offer and extend public water and wastewater services to neighborhoods and businesses in need of such service.

3. The City and Town commit to seek shared opportunities for funding from Local, State, and Federal sources for improvement, rehabilitation, and resiliency fortification of the existing water and wastewater infrastructure.

4. Where financially practical and mutually beneficial, the City and Town will seek opportunities for interconnection of water services for the purposes of reliability, redundancy, resiliency, robustness, and emergency fire protection.

5. To share knowledge between relevant City and Town departments as it relates to maintenance, repairs, and installation of new utilities, where such knowledge would expedite and facilitate such work in the interest of public health and safety.

6. Where mutually beneficial, and with the greatest public benefit in mind, the City and Town will seek opportunities for collaboration and cooperation on matters beyond infrastructure to include “social infrastructure” such as public space, recreation, public institutions, events, and amenities.

7. That this MOA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

8. General Covenants of the City and the Town.

(i) All necessary resolutions and actions authorizing the execution and delivery of this MOA, as well as the covenants and agreements contained herein, have been duly adopted and recorded.

(ii) This MOA is neither a fiscal nor a funds obligation document. This MOA is intended to set forth the general agreements among the parties and their respective rights and obligations. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

9. Notice. The principal contacts for this agreement are:

Christopher Rosenquest, Mayor of the City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901  
Phone: (518) 563-7701  
Email: mayor@cityofplattsburgh-ny.gov

Michael Cashman, Supervisor, Town of Plattsburgh  
151 Banker Rd  
Plattsburgh, NY 12901  
Phone: (518)562-6800  
Email: michaelc@townofplattsburgh.org

10. Miscellaneous.

(i) Governing Law. This MOA, and any dispute, claim or controversy arising out of or in connection with it, shall be governed by and construed in accordance with the law of State of New York.

(ii) Limitation of Liability. This MOA in no way assumes either party liable for risks or injuries incurred on any part of the property identified in this document.

(iii) No Oral Modification. This MOA may be modified or amended upon written consent of both parties or may be terminated with 30-day written notice of either party.

(iv) Term and Termination. Unless terminated in accordance with the terms set forth herein, this MOA will remain in force and-effect.

(v) Counterparts. This MOU may be executed in multiple counterparts, each counterpart of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the day and year first written above.

Date: April 16, 2021

**CITY OF PLATTSBURGH**

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

Name: Christopher Rosenquest

Title: Mayor

Date: April 16, 2021

**TOWN OF PLATTSBURGH**

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

Name: Michael Cashman

Title: Town Supervisor