

**TOWN OF PLATTSBURGH
CLINTON COUNTY, NEW YORK
CONSOLIDATION OF THE BASE SEWER DISTRICT
AND
CONSOLIDATED SEWER DISTRICT
INTO THE
PLATTSBURGH CONSOLIDATED SEWER DISTRICT**

OCTOBER 21, 2024

PREPARED FOR:
TOWN OF PLATTSBURGH
151 Banker Road
Plattsburgh, New York 12901

PREPARED BY:



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TOWN OF PLATTSBURGH
CLINTON COUNTY, NEW YORK
WATER DISTRICT NO. 2 WATER IMPROVEMENTS
CONSOLIDATION OF THE BASE SEWER DISTRICT
AND
CONSOLIDATED SEWER DISTRICT
INTO THE
PLATTSBURGH CONSOLIDATED SEWER DISTRICT
OCTOBER 21, 2024

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I. INTRODUCTION

The Town of Plattsburgh owns and operates two Sewer districts; the Consolidated Sewer District and the Base Sewer District. The Town is proposing to combine these two districts and existing outside users into a single sewer district to be named the Town of Plattsburgh Consolidated Sewer District.

The map entitled “Existing Sewer Districts and Outside Users”, included in **Appendix A**, provides the location of each district and the geographical relationship to each other.

II. CONSOLIDATED SEWER DISTRICT

The Consolidated Sewer District provides sewer collection to most of the sewer users within the two Town districts and has 2,025 accounts. Average daily sewer use in 2023 was approximately 1,170,000 gallons per day.

Based upon the adopted 2024 Town Budget, the 2024 Consolidated Sewer District Budget is \$1,996,203. Estimated Revenues from sewer sales is \$1,494,449 and the amount to be raised by taxes is \$471,754.

Based upon the 2024 adopted budget, properties within the sewer district are charged an ad valorem rate of \$0.7094 for General Capital per \$1,000 of assessed value using an equalization rate of 85 percent. The Town will be utilizing a 100 percent equalization rate in 2025. The equivalent 2024 tax rate based on 100 percent equalization is \$0.6030 per \$1,000 as listed by Clinton County.

Metered use of sewer is based upon the water meter for the property. The metered sewer rate per 1,000 gallons is \$7.85. Commercial accounts are invoiced monthly and residential accounts on a quarterly basis. For residential properties, there is a minimum quarterly charge of \$66.58 which includes up to 7,000 gallons of sewer use. The monthly minimum charge for commercial properties is \$22.20 and includes up to 2,333 gallons of sewer use.

Wastewater treatment is provided by contract with the City of Plattsburgh with the exception of the Cadyville area which has its own wastewater treatment plant.

III. BASE SEWER DISTRICT

The Base Sewer District provides sewer collection service to the area of the Town that was part of the former Plattsburgh Strategic Air Command Air Force Base and has 58 accounts. Average daily sewer use for 2023 was approximately 58,000 gallons per day.

The 2024 Base Sewer District budget is \$274,676. Estimated revenues from sewer sales is \$83,693 and the amount to be raised by taxes is \$190,983.

For 2024, properties within the sewer district are charged an ad valorem rate of \$2.8292 for per \$1,000 of assessed value using an equalization rate of 85 percent. The Town will be utilizing a 100 percent equalization rate in 2025. The equivalent 2024 tax rate based on 100 percent equalization is \$2.4912 per \$1,000 as listed by Clinton County.

This rate is divided into two categories:

- General Capital (85% Equal. = \$0.6905/\$1,000) (100% Equal. = \$0.5869)
This is the amount needed to pay the annual debt service in the district.

- General (85% Equal. =\$2.2404/\$1,000) (100% Equal. =\$1.9043)
This is to pay the annual tax levy, less the General Capital amount, and is paid by all properties that have access to the sewer service whether connected or not.

As in the Consolidated Sewer District, metered use is based upon the water meter for the property. The metered Sewer rate per 1,000 gallons is \$7.85. Commercial accounts are invoiced monthly and residential accounts on a quarterly basis. There are currently no residential service connects to the system in the Base Sewer District. The same minimum charges used in the Consolidated Sewer District also apply to the Base Sewer District.

IV. OUTSIDE USERS

There are eight (8) properties receiving sewer service that are not within the bounds of the *Consolidated* Sewer District, two (2) of which are in the adjoining City of Plattsburgh. All property owners entered into sewer service agreements with the Town. The following table presents the Tax Parcel ID number, address and, for the properties within the Town of Plattsburgh, the taxable assessed value. The properties within the City of Plattsburgh will need to remain under the existing out of district user agreements.

Parcel ID	Address	Assessed Value
193.-2-23	6050 Route 22	\$ 1,154,100
193.-2-24	6054 Route 22	\$1,494,500
205.-2-5.1	247 Banker Rd	\$434,400
206.-1.42	1813 Military Turnpike	\$1,800,000
205.4-3-27.1	2155 State Route 22B	\$1,700,000 (Capital only)
194.2-27	38 Firehouse lane	\$849,500 (Capital only)
207.17-2-1.1	359 Cornelia Street	N/A (In City of Plattsburgh)
<u>207.17-2-1.2</u>	<u>2 Healey Avenue</u>	<u>N/A (In City of Plattsburgh)</u>
		\$7,732,500 (Capital)
		\$4,883,000 (General)

The map entitled “Existing Sewer Districts and Outside Users” included in **Appendix A** highlights the location of the outside of district parcels. Copies of the out of district user agreements are included as **Appendix C**.

V. OTHER PARCELS TO BE INCORPORATED

There is one vacant parcel to be incorporated into the proposed Plattsburgh Consolidated Sewer District. The parcel is owned by the Town of Plattsburgh and is immediately adjacent to the Town Hall on Banker Road. This parcel is included since it would otherwise be surrounded by properties within the proposed district boundary. There is service available to the site without improvements other than a typical service connection. The Parcel ID is 205-2-8 with an assessed value of \$441,000.

VI. PROPOSED DISTRICT BOUNDARY

A map of the proposed Plattsburgh Consolidated Sewer District included in **Appendix A**. A description of the proposed district boundary is included as **Appendix B**. It is noted that this map is intended to present the physical boundary of the district and not the full extent of sewer mains in the district.

VII. PROPOSED IMPROVEMENTS & COST

There are no improvements required for the proposed Plattsburgh Consolidated Sewer District and therefore no associated capital cost.

VIII. PROPOSED USER RATES

a. Ad Valorum Rates

The ad valorum rate structure will be modified by eliminating the Special assessment in the Consolidated Sewer District and simply using the General Capital assessment for debt service and the General assessment for all other budgeted expenditures that may not be incorporated into the Metered Use rate. For 2025, the General tax rate will be \$0.00/\$1,000.

The debt associated with each of the two districts will remain with the properties in the respective districts after consolidation. By combining the districts and including the outside users within the Town of Plattsburgh, the ad valorem rates decrease significantly for the Base Sewer properties and decreases slightly for the properties in the Consolidated District. The table presents the rates for the two districts compared to the proposed consolidation of the two districts and outside users. For comparison purposes, since the 2025 tax rates will be based on a 100% equalization rate, the rates presented are also based on 100 percent equalization.

	EXISTING	EXISTING	PROPOSED PLATTSBURGH CONSOLIDATED SEWER DISTRICT	
	BASE SEWER	CONSOLIDATED SEWER	<u>SERVICE AREA</u>	
			BASE	CONSOLIDATED
General Capital	\$0.5869	\$0.6030	\$0.4891	\$0.4889
General	\$1.9043	\$0.0000	0.0000	0.0000
Totals	\$2.4912	\$0.6030	\$0.4891	\$0.4889

Overall, the rate for the Base Sewer District properties will decrease by approximately 80 percent and approximately 19 percent for the properties in the Consolidated Sewer District.

b. Metered Rate

Consolidation of the two districts will have no effect upon the metered rate. The rate for 2024 will remain at the current rate of \$7.85 per 1,000 gallons.

IX. TYPICAL ANNUAL USER COST

Since the existing debt of each district to be consolidated will remain with the properties within the respective districts, the estimated annual first year cost for each area will be different.

Consolidated Service Area

For estimating purposes, water use is assumed to be, on average, 80,000 gallons per year for a single-family home, which at the current metered rate of \$7.85/1,000 gallons, is \$628. For those properties which do not exceed the 7,000 gallons per quarter included in the minimum charge, the minimum amount to be paid for metered use is \$266.32 per year.

The following table presents the Average, Median and Mode estimated first year cost for the typical 1 and 2 family properties which will be in the Consolidated Service Area. The assessed values presented are the 2024 assessed values increased by 15 percent to account for the change to 100% equalization.

	Assessment	Ad Valorem Tax	Metered Use	Total
Average	\$259,555	\$127	\$628	\$755
Median	\$210,220	\$103	\$628	\$731
Mode	\$207,000	\$102	\$628	\$730

Base Service Area

Since the Base Service Area is comprised of commercial properties of varying uses, there is no typical property. However, the overall cost to the properties in the Base Service Area will be reduced due to the following:

- The metered sewer rate is not changing due to the consolidation. For those properties which do not exceed the 2,333 gallons per month included in the minimum charge, the minimum amount to be paid for metered use is \$266.32 per year.
- The General Capital Tax Rate will be slightly lower in 2025.
- The properties in the Base Service Area will see a decrease in the General Tax Rate, dropping from \$1.9043/\$1,000 to \$0.000/\$1,000 of assessed value.

X. SEQRA EVALUATION

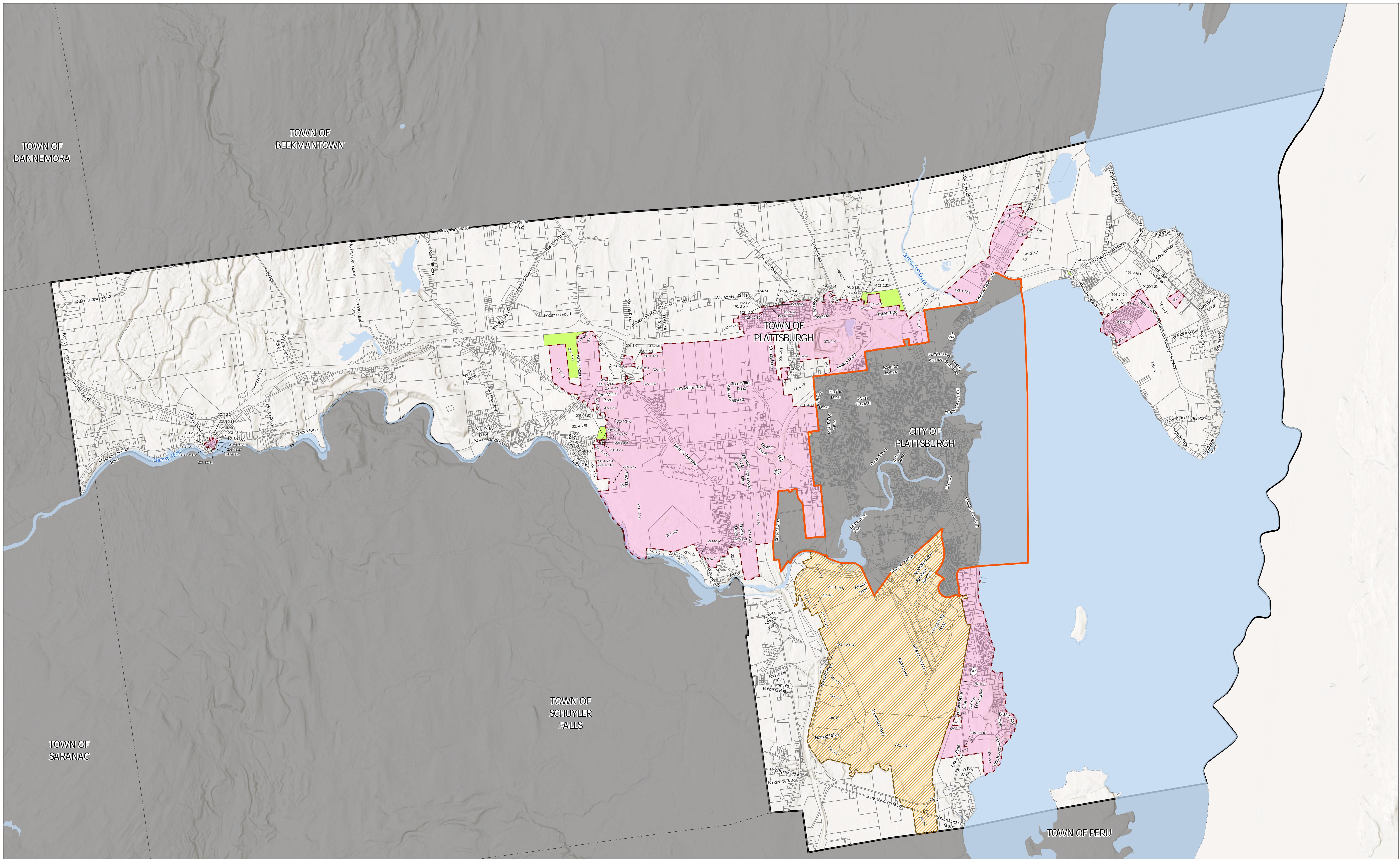
The consolidation of the districts and the inclusion of the existing outside users and the two additional parcels is considered a Type II action under SEQRA since the action being taken is strictly an administrative action of the Town Board.

APPENDIX A: FIGURES

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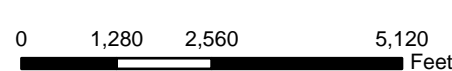
APPENDIX A: FIGURE 1
EXISTING SEWER DISTRICTS AND OUTSIDE USERS

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- Town of Plattsburgh
- City of Plattsburgh
- Surrounding Municipalities
- Parcels

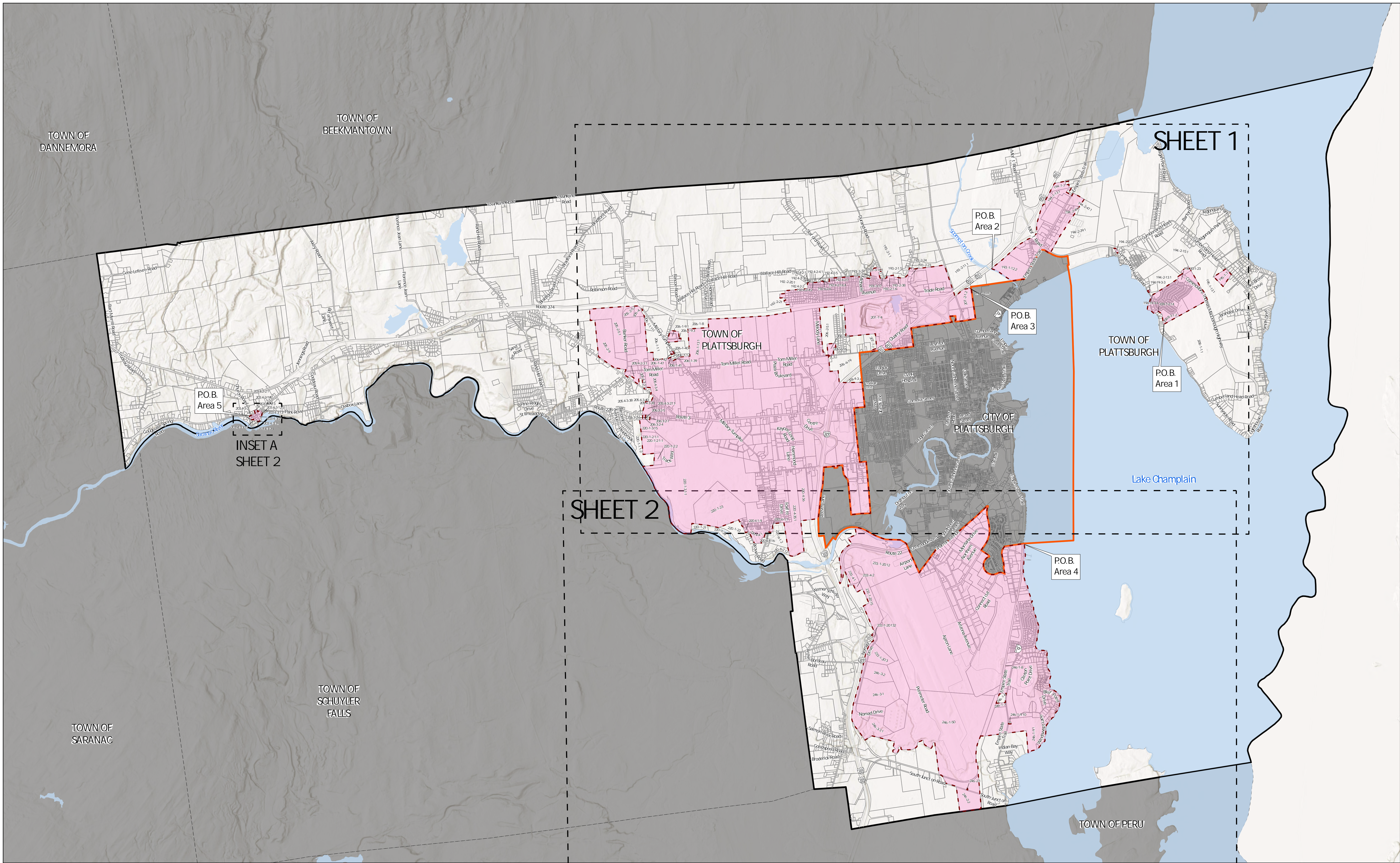
- Consolidated Sewer District
- Base Sewer District
- Outside Users

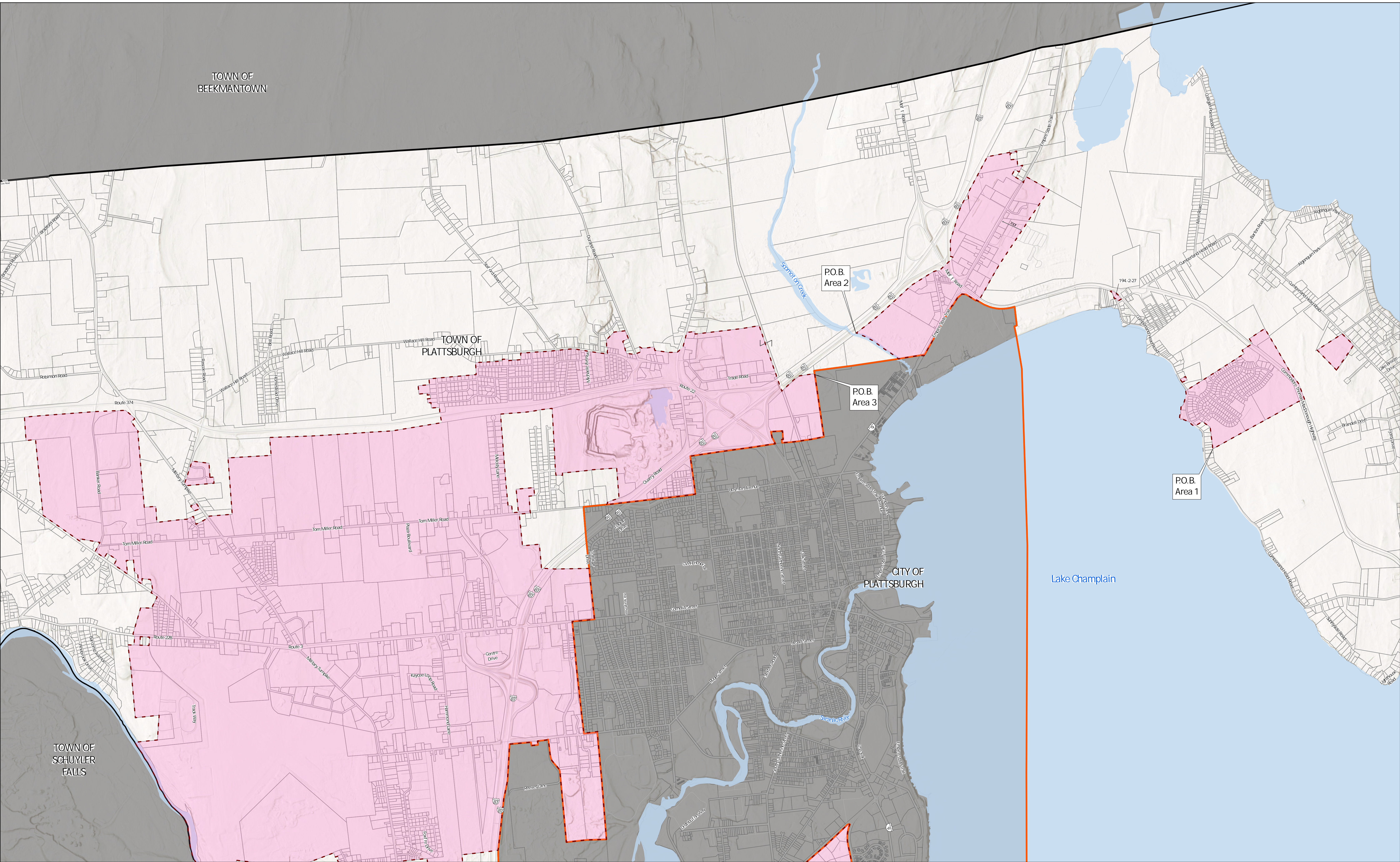


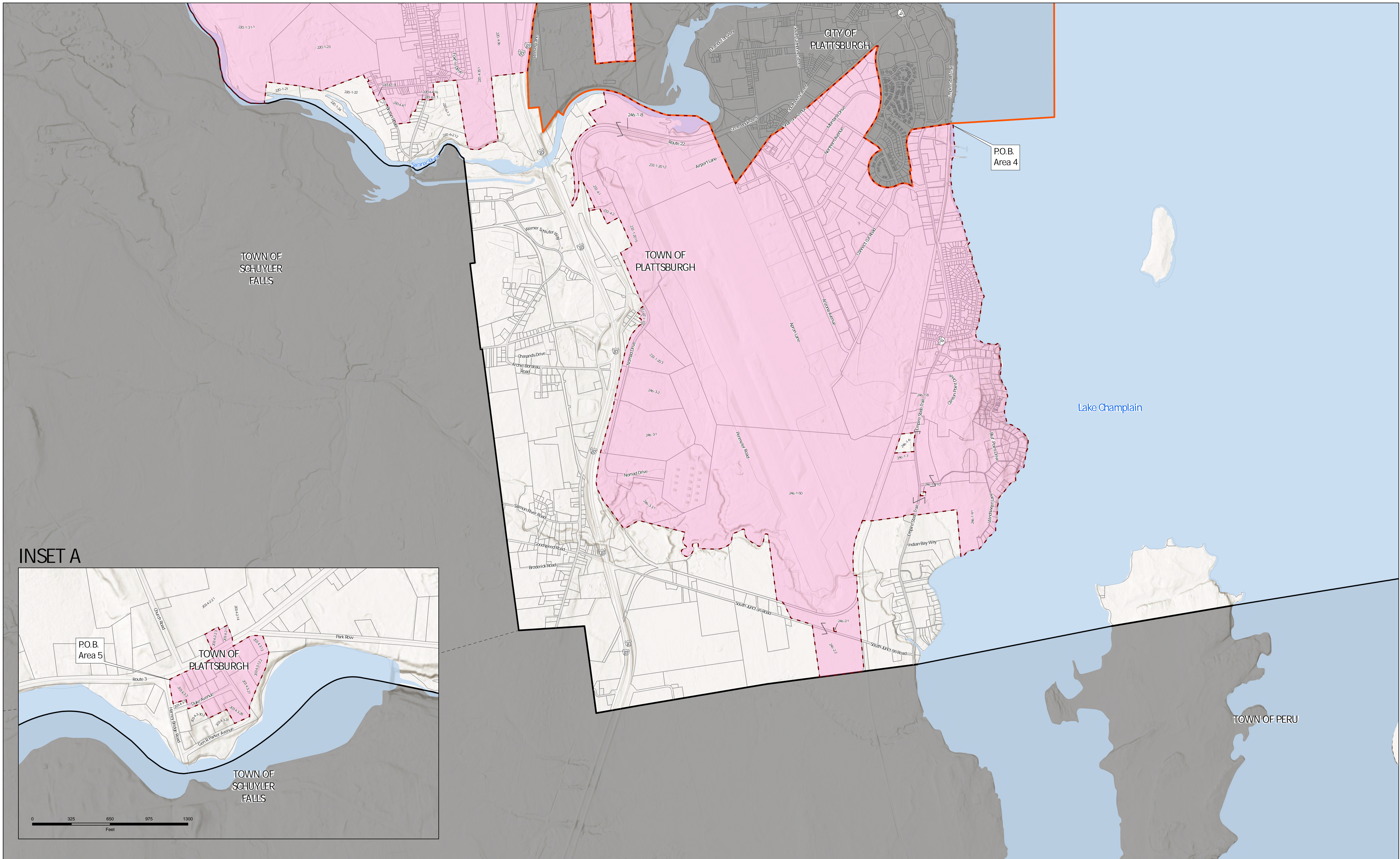
Existing Sewer Districts and Outside Users

APPENDIX A: FIGURE 2
PROPOSED DISTRICT BOUNDARY

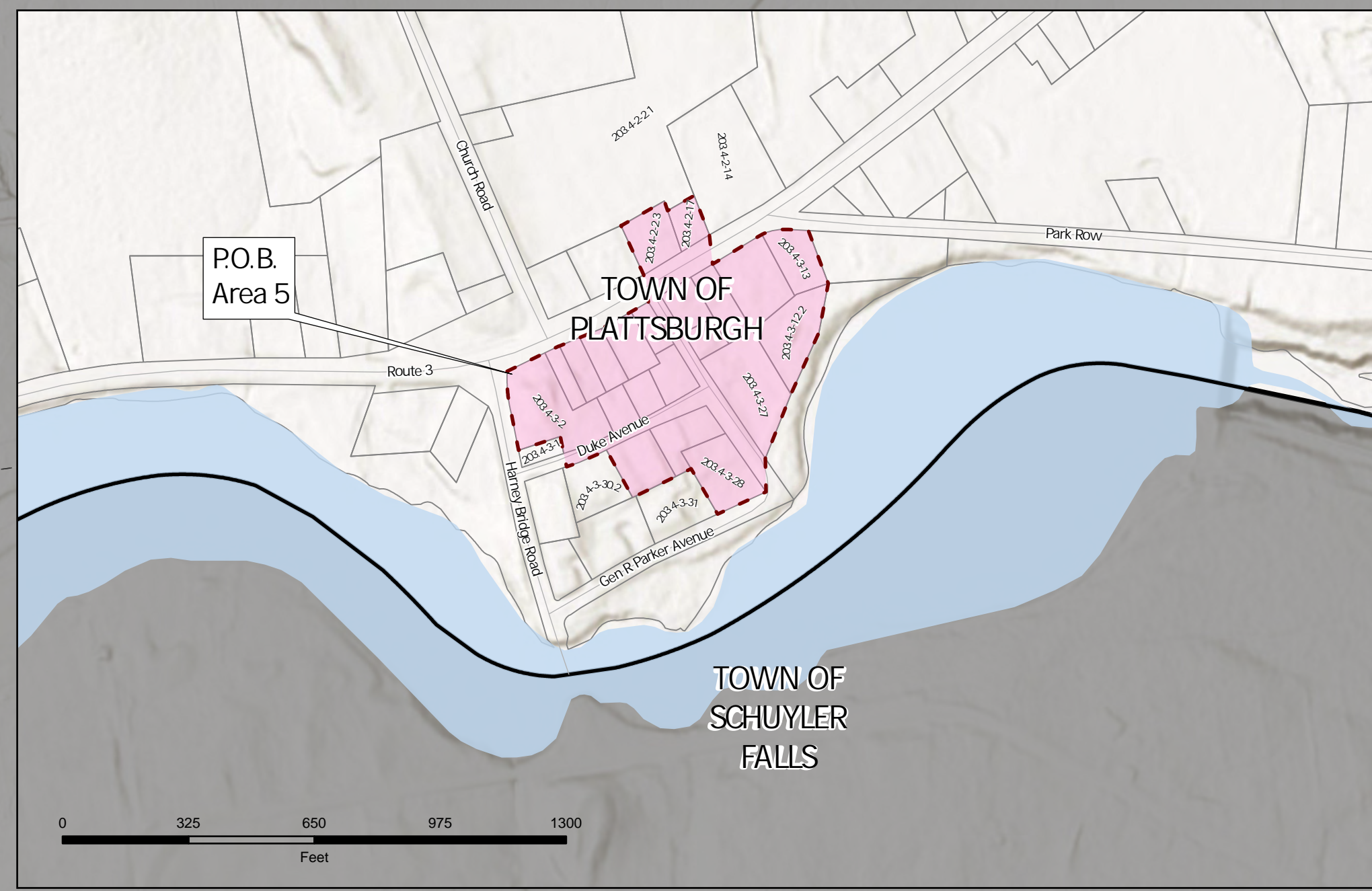
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INSET A



APPENDIX B: PROPOSED DISTRICT DESCRIPTION

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Town of Plattsburgh
Clinton County, New York

Proposed Plattsburgh Consolidated Sewer District

DISTRICT DESCRIPTION

October 21, 2024

AREA 1

BEGINNING AT A POINT, said point being the southwest corner of Parcel 208.8-3-1.2,

THENCE northeasterly along the northerly bounds of Parcel 208-1-1.1 to its intersection with the western bounds of the Thomas MacDanough Highway,

THENCE continuing northeasterly across said highway to said highway's eastern bounds

THENCE northwesterly along the westerly bounds of Parcel 195.1-13.1 to the southeasterly corner of Parcel 194.2-1-23,

THENCE, continuing along the bounds of Parcel 194.2-1-23 in a counter clockwise fashion to its intersection with the easterly bounds of the Thomas MacDanough Highway,

THENCE across said highway to the north easterly corner of Parcel 194.20-1-23,

THENCE southwesterly along the southerly bounds of Parcel 194-2-13.1 to the easterly point of Parcel 194.19-3-4,

THENCE continuing southwesterly along the southerly bounds of Parcel 194.19-3-4 to its intersection with the easterly bounds of Cumberland Head Road,

THENCE across said highway to the shoreline of Lake Champlain,

THENCE southerly along the shore line of Lake Champlain to a point opposite the northwesterly corner of Parcel 208.7-2-14,

THENCE north easterly across Cumberland Head Road to the northwesterly corner of Parcel 208.7-2-14,

THENCE following the bounds of Parcel 208.7-2-14 first easterly and then southerly to the western most corner of Parcel 208.8-3-1.2,

THENCE following the bounds of Parcel 208.8-3-1.2 in a southerly direction to THE PLACE AND POINT OF BEGINNING.

AREA 2

BEGINNING AT A POINT, said point being the easterly bounds of Interstate 87 at its intersection with the centerline of the Scotion Creek,

THENCE proceeding northerly along the easterly bounds of Interstate 87 as it extends across Moffit Road to the northwest corner of Parcel 194-1-7,

THENCE following the bounds of Parcel 194-1-7 in a clockwise fashion to its intersection with the northerly bounds of Parcel 194-1-13.1,

THENCE continuing along the bounds of Parcel 194-1-13.1 in a clockwise fashion to its intersection with the westerly bounds of New York State Route 9,

THENCE across said Route 9 to the easterly bounds of said Route 9,

THENCE northly along the easterly bounds of said Route 9 to its intersection with the northeasterly boundary of Parcel 194-2-47.1,

Thence southeasterly along the northeasterly boundary of Parcel 194-2-47.1 a distance of 700± feet to a point,

Thence southwesterly along a line 700± feet from and parallel to New York State Route 9 to its intersection with the City of Plattsburgh boundary,

Thence following along said City boundary in a counter clockwise fashion to its intersection with the centerline of the Scotion Creek,

THENCE northwesterly along said creek centerline to the POINT AND PLACE OF BEGINNING.

AREA 3

BEGINNING AT A POINT, said point being the southeast corner of Parcel 193-2-11.2, said point also being on the City of Plattsburgh boundary,

THENCE following said City boundary as it bends and turns in a westerly direction to its intersection with the northerly bounds of Quarry Road,

THENCE northeasterly along said bounds of Quarry Road to the southeast corner of Parcel 207-1-1,

THENCE northerly along the easterly bounds of Parcel 207-1-1 to the northeast corner of said parcel,

THENCE heading first in a westerly direction and then northly along the bounds of Parcel 207-1-4 to the southerly bounds of NYS Route 374,

THENCE westerly along the southerly bounds of said Route 374 the northwest corner of Parcel 206-2-5.1,

THENCE southerly long the westerly bounds of Parcel 206-2-5.1 to the northern boundary of Tom Miller Road,

THENCE easterly along said northern boundary to the southwest corner of Parcel 206-2-24,

THENCE following the boundary of Parcel 206-2-24 in a clockwise fashion until intersects with the northern boundary of Tom Miller Road,

THENCE across Tom Miller Road at a 90-degree angle to the southern bounds of said road,

THENCE westerly along the southern boundary of Tom Miller Road to the northwest corner of Parcel 206-6-16,

THENCE south along the western bounds of Parcel 206-6-16,

THENCE continuing along the bounds of Parcel 206-6-19 in a counter clockwise fashion to its point of intersection with the westerly bounds of Interstate 87,

THENCE easterly across said Interstate on a straight line to the western most corner of Parcel 206.4-3-1,

THENCE continuing easterly along the southern bounds of Parcel 206.4-3-1 to its intersection with the City of Plattsburgh boundary,

THENCE southerly along said City boundary as it winds and turns to a point on said City boundary directly east of the corner of Parcel 220-4-36,

THENCE westerly on a straight line across Interstate 87 to the southeast corner of Parcel 220-4-36,

THENCE westerly along the southerly bounds of Parcel 220-4-36 to it intersection with Parcel 220-4-35.1,

THENCE following the bounds of Parcel 220-4-35.1 in a clockwise fashion to the northeast corner of Parcel 220-6-1.2,

THENCE following the bounds of Parcel 220-6-1.2 first west and then south to the southeast corner of Parcel 220-6-1.1,

THENCE westerly along the southerly bounds of Parcel 220-6-1.1 to the eastern bounds of the Military Turnpike,

THENCE across said Turnpike to the northeast corner of Parcel 220.4-4-16,

THENCE following the bounds of Parcel 220.4-4-1 in a clockwise fashion to its intersection with the easterly bounds Brown Road,

THECE across Brown Road at a 90-degree angle to the westerly bounds of Brown Road,

THENCE northerly along the westerly bounds of Brown Road to the southeast corner of Parcel 220.4-1-9,

THENCE westerly along the southerly bounds of Parcel 220.4-1-9 to its intersection with Parcel 220-1-22,

THENCE following the bounds of Parcel 220-1-22 in a counter clockwise fashion to its intersection with Parcel 220-1-24,

THENCE westerly along the northern bounds of Parcels 220-1-24 and 220-1-21 to the northwest corner of Parcel 220-1-21,

THENCE south along the westerly bounds of Parcel 220-1-21 to the Saranac River,

THENCE northwesterly along the Saranac River to the southwest corner of Parcel 220-1-1.1-2,

THENCE following the bounds of Parcel 220-1-1.1-2 in a counter clockwise fashion to its intersection with the south west corner of Parcel 220-1-3-15,

THENCE following the bounds of Parcel 220-1-3.15 first north and then east to the north east corner of said Parcel,

THENCE northerly along the westerly bounds of Parcel 220-1-3.1-1 to the southern bounds of New York State Route 22B,

THENCE westerly along the southern bounds of said Route 22B to the northeast corner of Parcel 206.3-2-4,

THENCE following the bounds of Parcel 206.3-2-4 in a clockwise fashion to the north west corner of said Parcel, said point being on the southern bounds of Route 22B,

THENCE across said Route 22B to the southwest corner of Parcel 205.4-3-27.1,

THENCE northerly and then easterly along the bounds of Parcel 205.4-3-27.1 to the northeast corner of said Parcel,

THENCE northerly along the easterly bounds of Parcel 205.4-3-38 to the southerly bounds of New York State Route 3,

THENCE northwesterly along said bounds of Route 3 to a point opposite the southeast corner of Parcel 205.4-3-40,

THENCE northwesterly along the bounds of Parcel 205.4-3-4 to its intersection with the westerly bounds of Parcel 205.4-3-3.1,

THENCE following the bounds of Parcel 205.4-3-3.1, in a clockwise fashion to its intersection with Parcel 205.4-2-3.1,

THENCE following the bounds of Parcel 205.4-2-3.1 in a westerly direction then southerly to the intersection of the northern bounds of New York State Route 3 and the easterly bounds of Banker Road,

THENCE across Banker Road to the westerly bounds of Banker Road,

THENCE northerly along the westerly bounds of Banker Road to the southeast corner of Parcel 205-2-9,

THENCE first westerly and then northerly along the bounds of Parcel 205-2-9 to its intersection with Parcel 205-2-5.1,

THENCE first westerly and then northerly along the bounds of Parcel 205-2-5.1 to the southerly bounds of New York State Route 374,

THENCE easterly along said bound of Route 374 to the northeast corner of Parcel 205-4-1,

THENCE southerly along the easterly bounds of Parcel 205-4-1 to the northwest corner of Parcel 206-1-1.11,

THENCE southerly along the westerly bounds of Parcels 206-1-1.11 and 206-1-1.1 to the northerly bounds of Parcel 206-1-47,

THENCE easterly along the southern bounds of Parcel 206-1-1.1 to the southeast corner of said Parcel,

THENCE easterly along the southern bounds of Parcel 206-1-41 to the northwest corner of parcel 206-1-40.1,

THENCE southerly along the western bounds of Parcels 206-1-40.1 and 206-1-39 to the southwest corner of Parcel 206-1-39,

THENCE easterly along the southerly bounds of Parcel 206-1-39 to the westerly bounds of the Military Turnpike,

THENCE across said Turnpike to the southwest corner of Parcel 206-1-12,

THENCE easterly along the southern bounds of Parcel 206-1-12 to the southeast corner of said Parcel,

THENCE following the bounds of Parcel 206-1-13.1 first north and the east to the north east corner of said Parcel,

THENCE northerly along the eastern bounds of Parcel 206-1-8 to its intersection with the southern bounds of New York State Route 374,

THENCE easterly along the bounds of said Route 374 to a point opposite the southeast corner of Parcel 192-2-21,

THENCE across said Route 374 to the southeast corner of Parcel 192-2-21,

THENCE northerly along the eastern bounds of Parcel 192-2-21 to the southerly bounds of Parcel 192-2-20.1,

THENCE following the bounds of Parcel 192-2-20.1, first easterly and then northerly to the southwest corner of Parcel 192.4-2-1,

THENCE easterly along the southerly bounds of Parcels 192.4-2-1, 192.4-2-2, 192.4-2-3, 192.4-2-4.2, 192.4-2-4.1, 192.4-2-5, 192.4-2-14.4, 192.4-2.6 and 192.4-2-7 to the southeast corner of Parcel 192.4-2-7,

THENCE northerly along the easterly bounds of Parcel 192.4-2-7 to the southern bounds of Wallace Hill Road,

THENCE easterly along the southerly bounds of Wallace Hill Road to a point opposite the southeast corner of Parcel 193-3-24,

THENCE northerly along the easterly bounds of Parcel 193-3-24 to its intersection with Parcel 193-3-16.1,

THENCE following the bounds Parcel 193-3-16.1 in a clockwise fashion to the southwest corner of Parcel 193-3-17,

THENCE easterly along the southern bounds of Parcel 193-3-17 to the westerly bounds of Durrand Road,

THENCE across Durrand Road to the southwest corner of Parcel 193-2-1.5,

THENCE following the bounds of Parcel 192-2-1.5 first easterly and then northerly to the southern bonds of Parcel 193-2-1.1,

THENCE easterly along the southern bounds of Parcel 193-2-1.1 to its intersection with the westerly bounds of Parcel 193-2-38,

THENCE following the bounds of Parcel 193-2-38 first southerly and then easterly to the southeast corner of said Parcel said corner being on the westerly bounds of New York State Route 22,

THENCE across said Route 22 to the southwestern corner of the western bounds of Parcel 193-2-23 on the easterly bounds of said Route 22,

THENCE northerly along the easterly bounds of said Route 22 to the northwest corner of Parcel 193-2-24,

THENCE easterly along the northern bounds of Parcel 193-2-24 to its intersection with the westerly bounds of the Delaware and Hudson Corporation railroad right of way,

THENCE southerly along the westerly bounds of said railroad right of way to its intersection with the easterly bounds of Interstate 87,

THENCE northerly along the easterly bounds of said Interstate to the western most corner of Parcel 193-2-11.2,

THENCE easterly along the southerly bounds of Parcel 193-2-11.2 to the POINT AND PLACE OF BEGINNING.

Excepting Parcels 206.3-2-5, 206.3-2-6 and 206.3-2-7 all located on Route 22B.

AREA 4

BEGINNING AT A POINT, said point being the southerly boundary of the City of Plattsburgh where it intersects with the shore line of Lake Champlain;

THENCE, southerly following the shore line of Lake Champlain to the southeast corner of Parcel 249.-9-9.1;

THENCE northerly and then westerly along the bounds of Parcel 246-1-9.1 as it crosses New York State Route 9 and intersects with the easterly boundary of the Delaware and Hudson Corporation railroad right of way,

THENCE crossing said right of way at a 90-degree angle and intersecting with the westerly boundary of the Delaware and Hudson Corporation railroad right of way, said boundary being the easterly boundary of Parcel 246.-1-50,

THENCE southerly along said western bounds of the railroad right of way and on a straight-line projection across the spur line that heads west to the northeast corner of Parcel 246-2-2,

THENCE following the bounds of Parcel 246-2-2 in a clockwise fashion and as it crosses the South Junction Road in two locations to the northeast corner of parcel 246-2-2, said corner being on the southern bounds of aforesaid spur line of the Delaware and Hudson Corporation,

THENCE across said spur line to its northerly bounds,

THENCE westerly along the bounds of parcel 246.-1-50 as it turns and winds to its intersection with Parcel 246.-3-3.1,

THENCE westerly and then northerly along the bounds of Parcel 246.-3-3.1 to its intersection with the easterly bounds Interstate 87,

THENCE continuing northerly along the easterly bounds of Interstate 87 to the southernmost corner of Parcel 233-1-14,

THENCE along the easterly bounds of Parcel 233-1-14 to the southwest corner of Parcel 233-1-20.132,

THENCE along the westerly bounds of Parcel 233-1-20.132 to a point opposite the southern most corner of Parcel 233-1-20.15,

THENCE across Nomad Drive to the southernmost corner of Parcel 233-1-20.15,

THENCE along the westerly bounds of parcel 233-1-20.15 to its intersection with the southerly bounds of Parcel 233-4-2,

THENCE following the bounds of Parcel 233-4-2 in a clockwise fashion to the southwest corner of Parcel 233-4-1,

THENCE along the westerly bonds of parcel 233-4-1 to its intersection with the easterly bounds of New York State Route 22,

THENCE across said Route 22 at a 90-degree angle to a point on the westerly bounds of Route 22,

THENCE following the bounds of Parcel 246-1-8 in a clockwise fashion to its intersection with the westerly bonds of parcel 233-1-20.12,

THENCE continuing in a northerly direction along the westerly bounds of Parcel 233-1-20.12 as it projects to the City of Plattsburgh boundary,

THENCE continuing easterly along sad City boundary to the PLACE AND POINT OF BEGINNING.

Excepting Parcel 246-2-1 located on the South Junction Road and Parcels 246-1-6 and 246-1-9.10 located on NYS Route 9.

AREA 5

BEGINNING AT A POINT, on the southerly bounds of New York State Route 3, said point being the intersection of the southern bounds of said Route 3 with the easterly bounds of Harney Bridge Road,

THENCE easterly along the southerly bounds of said Route 3 to a point opposite the southwest corner of Parcel 203.4-2-2.3,

THENCE across said Route 3 to the southwest corner of Parcel 203.4-2-2.3,

THENCE northerly along the westerly bounds of Parcel 203.4-2-2.3 to its intersection with the southerly bounds of Parcel 203.4-2-2.1,

THENCE easterly along the southerly bounds of Parcel 203.4-2-2.1 to its intersection with the westerly bounds of Parcel 203.4-2-14,

THENCE southerly along the westerly bounds of Parcel 203.4-2-14 to the northerly bounds of New York State Route 3,

THENCE easterly along the southerly bounds of said Route 3 and then the southerly bounds of Park Row to the northeast corner of Parcel 203.4-3-13,

THENCE southerly along the easterly bounds Parcels 203.4-3-13, 203.4-3-12.2 and 203.4-3-27 to its intersection with the easterly bounds of General R. Parker Avenue,

THENCE across said Avenue to the southeast corner of Parcel 203.4-3-28,

THENCE following the bounds of Parcel 203.4-3-28 first westerly and then northerly to the northeast corner of Parcel 203.4-3-31,

THENCE westerly along the northerly bounds of Parcel 203.4-3-31 to the southeast corner of Parcel 203.4-3-30.2,

THENCE northerly along the easterly bounds of Parcel 203.4-3-30.2 to the southerly bounds of Duke Avenue,

THENCE westerly along the southerly bounds of Duke Avenue to a point opposite the southeast corner of Parcel 203.4-3-2,

THENCE across Duke Avenue Road to the southeast corner of Parcel 203.4-3-2,

THENCE following the westerly bounds of Parcel 203.4-3-2 to the POINT AND PLACE OF BEGINNING.

AREA 6

Area 6 includes individual Parcels that are not directly contiguous to any other area. These parcels include:

195.1-7
194.19-3.3
194-2-27
206-1-42
206-1-9.1
206-1-9.3

Intending to describe the boundary of the proposed Plattsburgh Consolidated Water District as shown on Map entitled “Proposed Town of Plattsburgh Consolidated Sewer District”, prepared by Laberge Group and dated October 21, 2024.

J:\2023096\Reports\Laberge Group Reports\Appendix B - District Description\Sewer District Description.docx

APPENDIX C: OUT OF DISTRICT USER AGREEMENTS

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AGREEMENT

THIS AGREEMENT made this 17th day of May 1999 by and between MARVIN BORDEAU, ("Bordeau" herein) residents of the Town of Plattsburgh residing at 6050 Route 22, Parcel 193-2-23, New York, 12901, party of the first part, and TOWN OF PLATTSBURGH ("Town" herein), a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for INDUSTRIAL PARK SEWER DISTRICT, part of the second part.

WITNESSETH

In consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration payment waived, and the covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed to as follows:

1. The Town, acting for Industrial Park Sewer District, subject to the provisions of this agreement, hereby agrees to cause Bordeau to be supplied with sanitary sewer service as an outside user of the Industrial Park Sewer District.
2. Bordeau shall, at his own cost and expense, construct and maintain the service lateral from the Industrial Park pump station up to and including where it enters the premises of the party of Bordeau. Bordeau shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. Bordeau as an outside user of the Industrial Park Sewer District, hereby agrees to pay to Industrial Park District for such sewer service the following:
 - a) A flat rate charge of \$24.00 for the calendar year 1999 in lieu of Bordeau paying the Industrial Park Sewer District tax being pay by resident users, with the understanding and agreement that the annual flat rate charge shall thereafter be computed and payable annually on the basis of the total real property assessment valuation of the Bordeau premises as reflected in the respective yearly Town of Plattsburgh tax rolls commencing with the calendar year 1999. The computation shall be the total real property assessment valuation times the Industrial Park Sewer District tax rate.
 - b) Bordeau as an outside users, shall pay quarterly to the town of Industrial Park Sewer District 120 percent (120%) of the then current resident user rate for sewer service consumed as if Bordeau and/or their tenants were resident users of the Industrial Park Sewer District. The aforementioned bills shall be due and payable by Bordeau without penalty thirty (30) days from date of billing with interest at ten (10%) percent per annum thereafter.
 - c) Bordeau acknowledges there is a one time lump sum fee of one thousand dollars (\$1,000.00) for a tap-on fee to the Industrial Park Sewer District payable to the Industrial Park Sewer as an Outside User Agreement.
4. If at any time the total capacity of the Industrial Park Sewer District treatment and collection system should be required for servicing users within the bounds of said district, the Town shall have the unqualified right to cause the sewer service to Bordeau to be terminated immediately, and thereafter Burns shall not be required to pay said district any further sums except for any such sums due for services rendered to the date of termination.
5. This agreement constitutes the entire understanding between the parties and on modifications, alterations or additions thereto shall be binding upon the parties unless in writing and duly executed by both parties.
6. This agreement shall be binding upon the respective heirs, executors, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first written above.

Marvin Bordeau

Marvin Bordeau
Parties of the First Part

TOWN OF PLATTSBURGH
Acting for Industrial Park Sewer District

BY: *Andrew C. Abdallah*

Andrew C. Abdallah, Supervisor
Party of the Second Part

STATE OF NEW YORK)
)SS
COUNTY OF CLINTON)

On this 17th day of May 1999, before me personally appeared MARVIN BORDEAU to me known and known to me to be the same person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Debbie Duprey
Notary Public

DEBBIE DUPREY
Notary Public, State of New York
No. 01DU5023862
Qualified in Clinton County
Commission Expires 2/22/2000

STATE OF NEW YORK)
)SS
COUNTY OF CLINTON)

On this 17th day of May 1999, before me personally came ANDREW C. ABDALLAH, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Plattsburgh, New York that he is the SUPERVISOR of the TOWN OF PLATTSBURGH, the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.

Debbie Duprey
Notary Public

DEBBIE DUPREY
Notary Public, State of New York
No. 01DU5023862
Qualified in Clinton County
Commission Expires 2/22/2000

SEAL

**SEWER
AGREEMENT**

FILE COPY

THIS AGREEMENT made this day of 2016 by and between Bryan Yanulavich, Good Guys Convenience Store, a commercial business within the Town of Plattsburgh located at 6054 Route 22, Parcel 193.-2-24, Plattsburgh, New York, 12901, party of the first part and **TOWN OF PLATTSBURGH**, a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for Consolidated Sewer District, party of the second part.

WITNESSETH

In consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration, payment waived, and the covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed as follows:

1. The Town, acting for Consolidated Sewer District, subject to the provisions of this agreement, hereby agrees to cause Good Guys Convenience Store to be supplied with sewer service as an outside user of the Consolidated Sewer District.
2. Good Guys Convenience Store shall, at his/their own cost and expense, construct and maintain the service lateral from the pump station up to and including where it enters the premises of the party Good Guys Convenience Store. Good Guys Convenience Store shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. Good Guys Convenience Store as an outside user of the Consolidated Sewer District, hereby agrees to pay to the Consolidated Sewer District for such sewer service the following:
 - (a) A flat rate charge of \$26.04 for the remainder of the calendar year 2016 in lieu of Good Guys Convenience Store paying the Consolidated Sewer District tax being paid by resident users, with the understanding and agreement that the flat rate charge shall therefore be computed and payable annually on the basis of the total real property assessment

SEWER

valuation of the Good Guys Convenience Store premises, as reflected in the respective yearly Town of Plattsburgh tax rolls commencing with the calendar year 2017. The computation shall be the total real property assessment valuation of \$400,000 times the Consolidated Sewer District tax rate of \$0.390581 per one thousand prorated for the remaining 2016 calendar year.


(b) Good Guys Convenience Store, as an outside user, shall pay quarterly to the Town for the Consolidated Sewer District at the current user rate for service consumed as if Good Guys Convenience Store and/or their tenants were users of the Consolidated Sewer District. The aforementioned bills shall be due and payable by Good Guys Convenience Store without penalty thirty (30) days from the date of billing, and after said thirty (30) days, the respective bill shall be payable with interest at ten percent (10%) per annum.

(c) A one-time lump sum inspection fee of \$50


4. If at any time the total capacity of the Consolidated Sewer District treatment and collection system should be required for servicing users within the bounds of said Consolidated Sewer District, the Town shall have the unqualified right to cause the sewer service to Good Guys be terminated immediately, and thereafter Good Guys Convenience Store shall not be required to pay said Consolidated Sewer District any further sums except for any such sums due for services rendered to the date of termination.
5. This agreement constitutes the entire understanding between the parties and no modifications, alterations or additions thereto shall be binding upon the properties unless in writing and duly executed by both parties.
6. This agreement shall be binding upon the respective heirs, executors, successors, and assigns of the parties.

SEWER

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first above written.

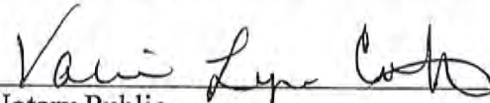

Bryan Yanulavich
Party of the First Part

TOWN OF PLATTSBURGH
Acting for the Consolidated Water District

By: 
Michael S. Cashman, Supervisor
Party of the Second Part

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

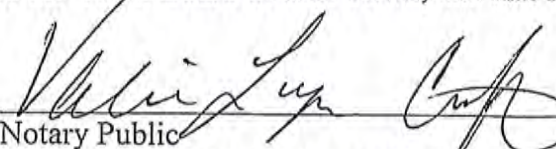
On this 16th day of November in the year 2016 before me, the undersigned, personally appeared Bryan Yanulavich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

VALERIE LYN CIOFFI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01C16291045
Qualified in Clinton County
My Commission Expires October 17, 2017

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

On this 14th day of November in the year 2016 before me personally came **Michael S. Cashman**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Plattsburgh, New York; that he is the **SUPERVISOR** of the **TOWN OF PLATTSBURGH**, the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.


Notary Public

VALERIE LYN CIOFFI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01C16291045
Qualified in Clinton County
My Commission Expires October 17, 2017

SEWER

AGREEMENT

THIS AGREEMENT made this day of 2016 by and between Bryan Yanulavich, Good Guys Convenience Store, a commercial business within the Town of Plattsburgh located at 6054 Route 22, Parcel 193.-2-24, Plattsburgh, New York, 12901, party of the first part and **TOWN OF PLATTSBURGH**, a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for Consolidated Sewer District, party of the second part.

WITNESSETH

In consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration, payment waived, and the covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed as follows:

1. The Town, acting for Consolidated Sewer District, subject to the provisions of this agreement, hereby agrees to cause Good Guys Convenience Store to be supplied with sewer service as an outside user of the Consolidated Sewer District.
2. Good Guys Convenience Store shall, at his/their own cost and expense, construct and maintain the service lateral from the pump station up to and including where it enters the premises of the party Good Guys Convenience Store. Good Guys Convenience Store shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. Good Guys Convenience Store as an outside user of the Consolidated Sewer District, hereby agrees to pay to the Consolidated Sewer District for such sewer service the following:
 - (a) A flat rate charge of \$26.04 for the remainder of the calendar year 2016 in lieu of Good Guys Convenience Store paying the Consolidated Sewer District tax being paid by resident users, with the understanding and agreement that the flat rate charge shall therefore be computed and payable annually on the basis of the total real property assessment

SEWER

valuation of the Good Guys Convenience Store premises, as reflected in the respective yearly Town of Plattsburgh tax rolls commencing with the calendar year 2017. The computation shall be the total real property assessment valuation of \$400,000 times the Consolidated Sewer District tax rate of \$0.390581 per one thousand prorated for the remaining 2016 calendar year.

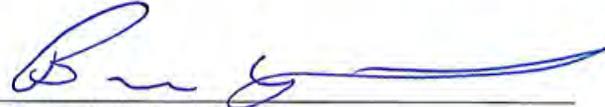
(b) Good Guys Convenience Store, as an outside user, shall pay quarterly to the Town for the Consolidated Sewer District at the current user rate for service consumed as if Good Guys Convenience Store and/or their tenants were users of the Consolidated Sewer District. The aforementioned bills shall be due and payable by Good Guys Convenience Store without penalty thirty (30) days from the date of billing, and after said thirty (30) days, the respective bill shall be payable with interest at ten percent (10%) per annum.

(c) A one-time lump sum inspection fee of \$50


4. If at any time the total capacity of the Consolidated Sewer District treatment and collection system should be required for servicing users within the bounds of said Consolidated Sewer District, the Town shall have the unqualified right to cause the sewer service to Good Guys be terminated immediately, and thereafter Good Guys Convenience Store shall not be required to pay said Consolidated Sewer District any further sums except for any such sums due for services rendered to the date of termination.
5. This agreement constitutes the entire understanding between the parties and no modifications, alterations or additions thereto shall be binding upon the properties unless in writing and duly executed by both parties.
6. This agreement shall be binding upon the respective heirs, executors, successors, and assigns of the parties.

SEWER

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first above written.

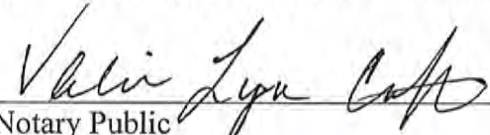

Bryan Yanulavich
Party of the First Part

TOWN OF PLATTSBURGH
Acting for the Consolidated Water District

By: 
Michael S. Cashman, Supervisor
Party of the Second Part

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

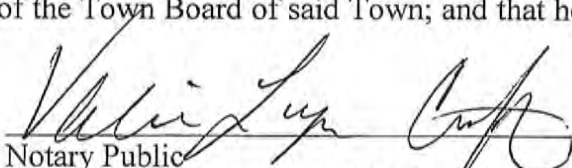
On this 16th day of November in the year 2016 before me, the undersigned, personally appeared Bryan Yanulavich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

VALERIE LYN CIOFFI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CI6291045
Qualified in Clinton County
My Commission Expires October 17, 2017

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

On this 14th day of November in the year 2016 before me personally came **Michael S. Cashman**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Plattsburgh, New York; that he is the **SUPERVISOR** of the **TOWN OF PLATTSBURGH**, the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.


Notary Public

VALERIE LYN CIOFFI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CI6291045
Qualified in Clinton County
My Commission Expires October 17, 2017

File

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY WORK SESSION
September 13, 2010**

Resolution No. 010-304

Walter Banker Outside User Agreements

WHEREAS, the Town of Plattsburgh Department of Water and Wastewater has received a request from Walter & Edith Banker, 247 Banker Road, Plattsburgh, NY 12901 to become an outside user of the Greater Plattsburgh Water and Sewer Districts; now, therefore it is

RESOLVED, that the Supervisor is hereby authorized to sign outside user Agreements with the aforesaid individuals authorizing them to become outside users of the District providing each party pays all appropriate fees as set forth in the Agreements and relative permits; and, it is further

RESOLVED, that Mr. and Mrs. Walter Banker will be responsible for all installation and other piping; and, it is further

RESOLVED, that Mr. and Mrs. Banker be granted permission to become an outside user to the District as set forth in said Agreement; and be it further

RESOLVED, that the Town Board of the Town of Plattsburgh does hereby authorize and direct the Supervisor to sign such Agreements, on behalf of the District, upon acceptance and approval of the Town Attorney; and it is further

RESOLVED, that a copy of this Agreement be given to the Budget Officer, Water Department and the Town Clerk's Office.

**Motion: Gerard A. Renadette
Seconded by: Paul D. Lamoy**

Discussion:

Roll Call:

	<u>Yes</u>	<u>No</u>
Thomas E. Wood	x	
Gerard A. Renadette	x	
Martin D. Mannix	absent	
Paul D. Lamoy	x	
Bernard C. Bassett	x	

*Margaret Rotter
9-15-10*

AGREEMENT

THIS AGREEMENT made this 9th day of September, 2010, by and between Walter Banker and Edith Banker, a residential property within the Town of Plattsburgh located at 247 Banker Road, Parcel No.205.-2-5.1, Plattsburgh, New York, 12901, party of the first part, and **TOWN OF PLATTSBURGH** ("Town" herein), a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for Greater Plattsburgh Consolidated Sewer District, party of the second part.

WITNESSETH

In consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration, payment waived, and covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed as follows:

1. The Town, acting for Greater Plattsburgh Consolidated Sewer District, subject to the provisions of this agreement, hereby agrees to cause Walter & Edith Banker to be supplied with sewer service as an outside user of the Greater Plattsburgh Consolidated Sewer District.
2. Walter & Edith Banker shall, at their own cost and expense, construct and maintain the service lateral from the pump station up to and including where it enters the premises of the party of Walter & Edith Banker shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. Walter & Edith Banker, as an outside user of Greater Plattsburgh Consolidated Sewer District, hereby agrees to pay to Greater Plattsburgh Consolidated Sewer District for such sewer service the following:
 - (a) A flat rate charge of \$35.20 for the remainder of the calendar year 2010 in lieu of Walter & Edith Banker paying the Greater Plattsburgh Consolidated Sewer District tax being paid by resident users, with the understanding and agreement that the flat rate charge shall, commencing January 1, 2011, thereafter be computed and payable annually on the basis of the total real property assessment valuation of the Walter & Edith Banker premises as reflected in the respective yearly Town of Plattsburgh tax rolls commencing with the calendar year 2011. The computation shall be the total real property assessment valuation of \$320,000.00 times the current Greater Plattsburgh Consolidated Sewer District

tax rate of 0.33 cents per one thousand prorated for the remaining 2010 calendar year.

- (b) Walter & Edith Banker, as an outside user, shall pay quarterly to the Town for Greater Plattsburgh Consolidated Sewer District at the current resident user rate for service consumed as if Walter & Edith Banker and/or their tenants were resident users of the Greater Plattsburgh Consolidated Sewer District. The aforementioned bills shall be due and payable by Walter & Edith Banker without penalty thirty (30) days from date of billing and after said thirty (30) days the respective bill shall be payable with interest at ten percent (10%) per annum.
 - (c) A one-time lump sum inspection fee of \$50.00.
4. If at any time the total capacity of the Greater Plattsburgh Consolidated Sewer District treatment and collection system should be required for servicing users within the bounds of said district, the Town shall have the unqualified right to cause the sewer service to Walter & Edith Banker be terminated immediately, and thereafter Walter & Edith Banker shall not be required to pay said Greater Plattsburgh Consolidated Sewer District any further sums except for any such sums due for services rendered to the date of termination.
 5. This agreement constitutes the entire understanding between the parties and no modifications, alterations or additions thereto shall be binding upon the parties unless in writing and duly executed by both parties.
 6. This agreement shall be binding upon the respective heirs, executors, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first above written.

Walter Banker
[Name of 1st Owner]

Edith B. Banker
[Name of 2nd Owner]

TOWN OF PLATTSBURGH
Acting for Greater Plattsburgh
Consolidated Sewer District

by Bernard C. Bassett
Bernard C. Bassett, Supervisor
Party of the Second Part

STATE OF NEW YORK)

) SS:

COUNTY OF CLINTON)

On this 9 day of Sept. 2010 [Year], before me, the subscriber, personally appeared Walter Banker + Edith Banker to me known and known to me to be the same persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.

Marsha Wynne
Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF CLINTON)

MARSHA WYNNE
Notary Public, State of New York
No. 01WY5084448
Qualified in Clinton County
Commission Expires September 2, 2013

On this 9 day of Sept. 2010 [Year], before me personally came **BERNARD C. BASSETT**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Plattsburgh, New York; that he is the **SUPERVISOR of the TOWN OF PLATTSBURGH**, the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.

Marsha Wynne
Notary Public

MARSHA WYNNE
Notary Public, State of New York
No. 01WY5084448
Qualified in Clinton County
Commission Expires September 2, 2013

AGREEMENT

THIS AGREEMENT made this 9th day of September, 2010, by and between Walter & Edith Banker residents of the Town of Plattsburgh residing at 247 Banker Road, Parcel 205.-2-5.1, Plattsburgh, New York, 12901, party of the first part and **TOWN OF PLATTSBURGH**, a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for **GREATER PLATTSBURGH WATER DISTRICT** ("District" herein), party of the second part.

WITNESSETH

In consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration, payment waived, and the covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed as follows:

1. The Town, acting for District, subject to the provisions of this agreement, hereby agrees to cause Walter & Edith Banker to be supplied with potable water as an outside user of the District.
2. Walter & Edith Banker shall, at his/their own cost and expense, construct and maintain the service lateral from the curb stop up to and including where it enters the premises of the party Walter & Edith Banker. Walter & Edith Banker shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. Walter & Edith Banker as an outside user of the District, hereby agrees to pay to the District for such water service the following:
 - (a) A flat rate charge of \$93.88 for the remainder of the calendar year 2010 in lieu of Walter & Edith Banker paying the District tax being paid by resident users, with the understanding and agreement that the flat rate charge shall, commencing January 1, 2011, be computed and payable annually on the basis of the total real property assessment valuation of the Walter & Edith Banker premises, as reflected in the respective yearly Town of Plattsburgh tax rolls commencing with the calendar year 2011. The computation shall be the total real property assessment valuation of

\$320,000.00 times the District tax rate of .88 cents per one thousand prorated for the remaining 2010 calendar year.

- (b) Walter & Edith Banker, as an outside user, shall pay quarterly to the Town for the District, one hundred twenty percent (100%) of the then-current resident user rate per 1,000 gallons of water consumed as if Walter & Edith Banker and/or their tenants were resident users of the District. The aforementioned bills shall be due and payable by Walter & Edith Banker without the penalty thirty (30) days from the date of billing and after said thirty (30) days the respective bill shall be payable with interest at ten percent (10%) per annum.
 - (c) A one-time lump sum fee of \$275.93 dollars for a water service lateral inspection and meter installation in accordance with the existing Town of Plattsburgh Water Department water meter charges.
 - (d) A one-time lump sum of Nine Hundred Seventy Five Dollars (\$975.00) as a connection/tap fee to the District payable to the District as an outside user connection fee.
4. If at any time the total capacity of the District treatment and distribution system should be required for servicing users within the bounds of said district, the Town shall have the unqualified right to cause the water service to Walter & Edith Banker be terminated immediately, and thereafter Walter & Edith Banker shall not be required to pay said District any further sums except for any such sums due for services rendered to the date of termination.
 5. This agreement constitutes the entire understanding between the parties and no modifications, alterations or additions thereto shall be binding upon the properties unless in writing and duly executed by both parties.
 6. This agreement shall be binding upon the respective heirs, executors, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first above written.

Walter Banker
Party of the First Part

Edith B. Banker
Party of the First Part

TOWN OF PLATTSBURGH
Acting for the Greater Plattsburgh W.D.

By: Bernard C. Bassett
Bernard C. Bassett, Supervisor
Party of the Second Part

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

On this 9th day of September, 2010, before me, the subscriber, personally appeared Walter & Edith Banker, to me known and known to me to be the same person(s) described in and who executed the foregoing instrument and he duly acknowledged to me that they executed the same.

Marsha Wynne
Notary Public

MARSHA WYNNE
Notary Public, State of New York
No. 01WY5084448
Qualified in Clinton County
Commission Expires September 2, 2013

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

On this 9th day of September, 2010, before me personally came **BERNARD C. BASSETT**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Plattsburgh, New York; that he is the **SUPERVISOR** of the **TOWN OF PLATTSBURGH**, the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town; and that he signed his name thereto by like order.

Marsha Wynne
Notary Public

MARSHA WYNNE
Notary Public, State of New York
No. 01WY5084448
Qualified in Clinton County
Commission Expires September 2, 2013

AGREEMENT

THIS AGREEMENT made this 6th day of June, 2011, by and between Behavioral Health Services North ("BHSN" herein), a commercial business within the Town of Plattsburgh located at 2155 State Route 22B, Parcel No. 205.4-3-27.1, Plattsburgh, New York, 12901, party of the first part, and **TOWN OF PLATTSBURGH** ("Town" herein), a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for Greater Plattsburgh Consolidated Sewer District, party of the second part.

WITNESSETH

In consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration, payment waived, and covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed as follows:

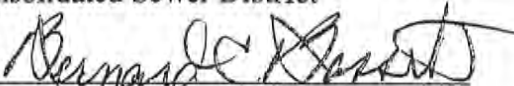
1. The Town, acting for Greater Plattsburgh Consolidated Sewer District, subject to the provisions of this agreement, hereby agrees to cause BHSN to be supplied with sewer service as an outside user of the Greater Plattsburgh Consolidated Sewer District.
2. BHSN shall, at their own cost and expense, construct and maintain the service lateral from the pump station up to and including where it enters the premises of the party of BHSN shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. BHSN, as an outside user of Greater Plattsburgh Consolidated Sewer District, hereby agrees to pay to Greater Plattsburgh Consolidated Sewer District for such sewer service the following:
 - (a) A flat rate charge of \$180.00 for the year 2011, in lieu of BHSN paying the Greater Plattsburgh Consolidated Sewer District tax being paid by resident users, with the understanding and agreement that the flat rate charge shall thereafter be computed and payable annually on the basis of the total real property assessment

valuation of the BHSN premises as reflected in the respective yearly Town of Plattsburgh tax rolls commencing with the calendar year 2012. The computation shall be the total real property assessment valuation times the current Greater Plattsburgh Consolidated Sewer District tax rate.

- (b) BHSN, as an outside user, shall pay quarterly to the Town for Greater Plattsburgh Consolidated Sewer District at the current resident user rate for service consumed as if BHSN and/or their tenants were resident users of the Greater Plattsburgh Consolidated Sewer District. The aforementioned bills shall be due and payable by BHSN without penalty thirty (30) days from date of billing and after said thirty (30) days the respective bill shall be payable with interest at ten percent (10%) per annum.
4. If at any time the total capacity of the Greater Plattsburgh Consolidated Sewer District treatment and collection system should be required for servicing users within the bounds of said district, the Town shall have the unqualified right to cause the sewer service to BHSN be terminated immediately, and thereafter BHSN shall not be required to pay said Greater Plattsburgh Consolidated Sewer District any further sums except for any such sums due for services rendered to the date of termination.
5. This agreement constitutes the entire understanding between the parties and no modifications, alterations or additions thereto shall be binding upon the parties unless in writing and duly executed by both parties.
6. This agreement shall be binding upon the respective heirs, executors, successors and assigns of the parties.

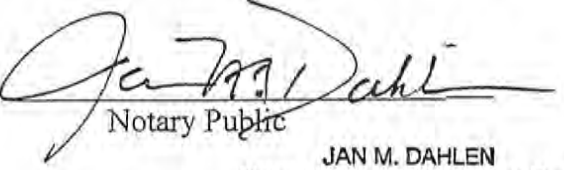
IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first above written.


Behavioral Health Services North
Party of the First Part

TOWN OF PLATTSBURGH
Acting for Greater Plattsburgh
Consolidated Sewer District
by 
Bernard C. Bassett, Supervisor
Party of the Second Part

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

On this 7th day of June, 2011, before me, the subscriber, personally appeared
Harry S. Cook to me known and known to me to be the same persons
described in and who executed the foregoing instrument and they duly acknowledged to me that they
executed the same.


Notary Public
JAN M. DAHLEN
Notary Public, State of New York
Qualified in Clinton County
Commission Expires August 4, 2012

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

_____ BERNARD C.
BASSETT, to me personally known, who, being by me duly sworn, did depose and say that he resides
in the Town of Plattsburgh, New York; that he is the SUPERVISOR of the TOWN OF
PLATTSBURGH, the municipal corporation described in and which executed the within instrument;
that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Town Board of said Town; and that he signed his name thereto by
like order.

CHASITY L. WALTERS
Notary Public, State of New York
Reg. # 01WA6138192
Residing in the County of Clinton
My comin. Expires January 3, 2014


Notary Public

AGREEMENT

THIS AGREEMENT made this 14 day of June, 2021, by and between Amanda Brown ("OWNER(S)" herein), a residential property within the TOWN of Plattsburgh located at 1813 Military Turnpike, Parcel No. 206.-1-42, Plattsburgh, New York, 12901, party of the first part, and **TOWN OF PLATTSBURGH** ("TOWN" herein), a municipal corporation having its principal place of business at Town Hall, 151 Banker Road, Plattsburgh, Clinton County, New York, acting for Plattsburgh Consolidated Sewer District, party of the second part.

WITNESSETH


In consideration of **ONE (\$1.00) DOLLAR** and other good and valuable consideration, payment waived, and covenants and agreements herein contained to be kept and performed by the respective parties hereto, it is hereby mutually covenanted and agreed as follows:

1. The TOWN, acting for the Plattsburgh Consolidated Sewer District, subject to the provisions of this agreement, hereby agrees to cause OWNER(S) to be supplied with sewer service as an outside user of the Plattsburgh Consolidated Sewer District.
2. OWNER(S) shall, at their own cost and expense, construct and maintain the service lateral from the main up to and including where it enters the premises of the party of Amanda Brown shall be totally responsible for the expenses of the operation and maintenance of said lateral.
3. OWNER(S), as an outside user of the Plattsburgh Consolidated Sewer District, hereby agrees to pay to the Plattsburgh Consolidated Sewer District for such sewer service the following:
 - (a) A flat rate charge of \$29.17 for the remainder of the calendar year 2021 in lieu of Amanda Brown paying the Plattsburgh Consolidated Sewer District tax being paid by resident users, with the understanding and agreement that the flat rate charge shall, commencing January 1, 2022, thereafter be computed and payable annually on the basis of the total real property assessment valuation of the Brown premises as reflected in the respective yearly TOWN of Plattsburgh tax rolls commencing with the calendar year 2022.
 - (b) OWNER(S), as an outside user, shall pay quarterly to the TOWN for Plattsburgh Consolidated Sewer District at the current resident user rate for service consumed

as if OWNER(S) and/or their tenants were resident users of the Plattsburgh Consolidated Sewer District. The aforementioned bills shall be due and payable by OWNER(S) without penalty thirty (30) days from date of billing and after said thirty (30) days the respective bill shall be payable with interest at ten percent (10%) per annum.


- (c) WAIVED- WATER METER ALREADY IN PLACE. A one-time lump sum fee of [cost of meter] for a [size of meter] water meter installation in accordance with the existing TOWN of Plattsburgh Water & Wastewater Department water meter charges. [Not required on Water]
 - (d) A one-time lump sum as a connection/tap fee. [Performed by others]
4. If at any time the total capacity of the Plattsburgh Consolidated Sewer District treatment and collection system should be required for servicing users within the bounds of said district, the TOWN shall have the unqualified right to cause the sewer service to OWNER(S) be terminated immediately, and thereafter OWNER(S) shall not be required to pay said Plattsburgh Consolidated Sewer District any further sums except for any such sums due for services rendered to the date of termination.
 5. The OWNER(S) hereby agree, as an express incentive to permit connection of OWNER(S) parcel to the Plattsburgh Consolidated Sewer District's sewer system, to allow the TOWN to incorporate OWNER(S) parcel into the Plattsburgh Consolidated Sewer District without objection at a date to be determined by the TOWN. All costs associated with the incorporation shall be borne by the TOWN.
 6. This agreement constitutes the entire understanding between the parties and no modifications, alterations or additions thereto shall be binding upon the parties unless in writing and duly executed by both parties.
 7. This agreement shall be binding upon the respective heirs, executors, successors and assigns of the parties.
 8. This agreement shall automatically terminate when OWNER(S) parcel is incorporated into the Plattsburgh Consolidated Sewer District.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate the day and year first above written.


[Name of 1st Owner]

[Name of 2nd Owner]

TOWN OF PLATTSBURGH
Acting for the Plattsburgh
Consolidated Sewer District

by 
Michael Cashman, Supervisor
Party of the Second Part

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

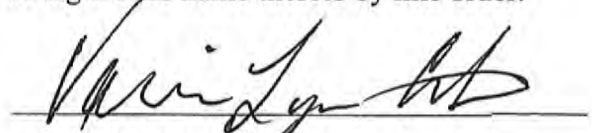
On this 14th day of June, 2021, before me, the subscriber, personally appeared Amanda Brown to me known and known to me to be the same persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.


Notary Public

JENNIFER L. PECORE
Notary Public, State of New York
No. 01PE6210513
Qualified in Clinton County
Commission Expires 8/24/21

STATE OF NEW YORK)
) SS:
COUNTY OF CLINTON)

On this 14 day of June, 2021, before me personally came **Michael Cashman**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the TOWN of Plattsburgh, New York; that he is the **SUPERVISOR of the TOWN OF PLATTSBURGH**, the municipal corporation described in and which executed the within instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the TOWN Board of said TOWN; and that he signed his name thereto by like order.


Notary Public

VALERIE LYN CIOFFI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CI6291045
Qualified in Clinton County
My Commission Expires October 17, 2021

CERTIFICATE OF INSURANCE
ON FILE

TOWN OF PLATTSBURGH
CLINTON COUNTY, NEW YORK

RESIDENTIAL SEWER SERVICE
APPLICATION AND PERMIT

078-858425642-02 - Quarterly
005-058068003-00 - Annual ASU.
SEWER PERMIT NO. 21-10
PARCEL NO. 206.-1-42

To the Town of Plattsburgh:

I, Amanda L. Brown being the owner, or legally authorized agent,
of the property located at 1913 Military Terrace in the Town of Plattsburgh sewer
district do hereby request a permit to (repair) (install, repair or replace) the sewer service at said location.

Consolidated } NOT CURRENTLY IN SEWER DISTRICT.

1. The following indicated fixtures will be connected to the proposed building sewer:

NUMBER	FIXTURE	NUMBER	FIXTURE
<u>1</u>	Kitchen Sinks	<u>1</u>	Toilets
<u>1</u>	Laboratories	<u>1</u>	Bath tubs
<u>1</u>	Laundry tubs	<u>1</u>	Showers
<u> </u>	Urinals	<u> </u>	Garbage grinders

Specify other fixtures _____

2. Specify work to be done Abandon Septic + Tie-in to Sewer

3. Type of material to be used PVC
Size of material to be used 4" Schedule 40
Footage of material to be used approx. 60'

4. Name of contractor JEP Enterprises Inc.

5. Verify the contractor has a Certificate of Liability Insurance with the Town of Plattsburgh listed as an additional insured on file.

In consideration of the granting of this permit, the undersigned agrees:

- To accept and abide by all provisions of the ordinances local laws or regulations of the Town of Plattsburgh, now in existence or that may be adopted in the future.
- To maintain the sewer service at no expense to the Town.
- To notify the Water and Wastewater Utilities Director when the sewer service is ready for inspection and operation, but before any portion of the work is covered. A MINIMUM 72-HOUR NOTICE IS REQUIRED.
- To accept the responsibility for the satisfactory completion of work and to hold harmless the Town of Plattsburgh, its agents and employees in the event of any loss or damage that may directly or indirectly be occasioned by said installation.
- To pay all cost for installation of line and/or repair (road) as designated by Highway & W & S Department.

Date of Application 4/13/2021

\$ _____ connection fee paid

\$ 50 inspection fee paid

Application approved and permit issued:

Date: Apr 13, 2021

By: [Signature]
Director of Water & Wastewater Utilities

[Signature]
Applicant's Notarized Signature

Jennifer L. Pecore
Notary

1913 Military Terrace
Plattsburgh NY 12801
Applicant's Mailing Address

(518) 569-7108
Applicant's Telephone Number

JENNIFER L. PECORE
Notary Public, State of New York
No. 01PE6210513
Qualified in Clinton County
Commission Expires 8/24/21

Paid
4/13/21 ✓

CLERK - Copy #1
SUPT. - Copy #2
OWNER - Copy #3

* OUTSIDE USER AGREEMENT NEEDED



Property Description Report For: 1813 Military Tpke, Municipality of Town of Plattsburgh

No Photo Available

Status:	Active
Roll Section:	Taxable
Swis:	094200
Tax Map ID #:	206.-1-42
Property Class:	210 - 1 Family Res
Site:	RES 1
In Ag. District:	No
Site Property Class:	210 - 1 Family Res
Zoning Code:	R-2
Neighborhood Code:	42301
School District:	Beekmantown
Total Assessment:	2021 - Tentative \$130,000 2020 - \$112,000
Total Acreage/Size:	200 x 200
Land Assessment:	2021 - Tentative \$30,200 2020 - \$28,000
Full Market Value:	2021 - Tentative \$130,000 2020 - \$124,400
Equalization Rate:	----
Deed Book:	20082
Grid East:	744530
Property Desc:	
Deed Page:	19215
Grid North:	2141724

Owners

Wanda L Begore
1813 Military Tpk
Plattsburgh NY 12901

→ Legal name Brown
Amade mailing Assessing to correct/update

Utilities

Sewer Type:	Private	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot wtr/stm
Fuel Type:	Oil	Central Air:	No

Special Districts for 2021 (Tentative)

Description	Units	Percent	Move Tax	Taxable
AB008-Platt Consol Amb Dis	0	0%	0	130000
FD020-Mrsonvl Fire Dist	0	0%	0	130000
TD037-Platt Consol t Gen	0	0%	0	130000
TD038-Platt Consol t Spec	0	0%	0	130000
TD039-Platt Consol t Cap	0	0%	0	130000
WD014-PCWD Gen Capital	0	0%	0	130000
WD046-PCWD General	0	0%	0	130000
WS013-PCWD Spec Capital	0	0%	0	130000
WS024-PCWD Special	0	0%	0	130000

Special Districts for 2020

Description	Units	Percent	Move Tax	Taxable
AB008-Platt Consol Amb Dis	0	0%	0	112000
FD020-Mrsonvl Fire Dist	0	0%	0	112000
TD037-Platt Consol t Gen	0	0%	0	112000
TD038-Platt Consol t Spec	0	0%	0	112000
TD039-Platt Consol t Cap	0	0%	0	112000
RW001-Relevied Water	0	0%	469.51	0
WD014-PCWD Gen Capital	0	0%	0	112000
WD046-PCWD General	0	0%	0	112000
WS013-PCWD Spec Capital	0	0%	0	112000
WS024-PCWD Special	0	0%	0	112000

Scott

From: Brian Dowling
Sent: Thursday, May 27, 2021 3:50 PM
To: Scott
Subject: RE: Outside Sewer Agreement

Legal Name
Brown

1813 Military Turnpike Tax Map 206.-1-42
Amanda L Begore is listed as owner.
No sewer special district added to the parcel as yet...let me know.

2021 Tentative Assessment is \$30,200 Land \$130,000 Total
I am not sure if she filed a grievance as we have not gone through the pile.

Brian M. Dowling
Assessor
Town of Plattsburgh
(518) 562-6820

From: Scott <scotts@townofplattsburgh.org>
Sent: Thursday, May 27, 2021 2:34 PM
To: Brian Dowling <BrianD@townofplattsburgh.org>
Subject: Outside Sewer Agreement

Brian,
I'm working on an outside sewer agreement for 1813 Military Turnpike. Can you please provide me with the current assessment and confirm owner [Amanda Brown] and parcel no. [206.-1-42].

Thanks,
Scott

~~~~~  
Scott Stoddard  
Director  
Water and Wastewater  
Town of Plattsburgh

151 Banker Road  
Plattsburgh, New York 12901

518-562-6890 (ph)  
515-563-8136 (fax)  
[scotts@townofplattsburgh.org](mailto:scotts@townofplattsburgh.org)  
[townofplattsburgh.com](http://townofplattsburgh.com)

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TOWN OF PLATTSBURGH  
TOWN BOARD SPECIAL MEETING  
May 22, 1995

**Resolution No.**        95-212

**Motion by:**            **James St. Germain**

**RESOLVED**, that the Town Board does hereby receive and place on file an agreement between the City of Plattsburgh, a municipal corporation of the State of New York with offices at City Hall, Plattsburgh, New York and the Town of Plattsburgh, a municipality of the State of New York acting for the Route 3 Sewer District to sell sewer service to City customers outside of the Route 3 Sewer District boundaries; and, it is further

**RESOLVED**, that upon the approval of said agreement by the Town Attorney that the Supervisor is hereby authorized to sign said agreement of behalf of the Town of Plattsburgh.

**Seconded by:**        **Martin Mannix**

**Discussion:**         **none**

|                   |                              | <u>YES</u> | <u>NO</u> |
|-------------------|------------------------------|------------|-----------|
| <b>Roll Call:</b> | <b>James J. St. Germain</b>  | x          |           |
|                   | <b>Donald H. Duquette</b>    | x          |           |
|                   | <b>Norman E. Baker</b>       | x          |           |
|                   | <b>Martin D. Mannix, Jr.</b> | x          |           |
|                   | <b>Arthur L. LeFevre</b>     | x          |           |
| <b>Carried:</b>   |                              | x          |           |

SEWER SYSTEM AGREEMENT

**THIS AGREEMENT** is made on this 22nd day of May 1995 by and between the CITY OF PLATTSBURGH, a municipal corporation of the State of New York with offices at City Hall, Plattsburgh, New York and the TOWN OF PLATTSBURGH, a municipality of the State of New York with offices at 152 Banker Road, Plattsburgh, New York.

**WHEREAS**, this agreement is based upon the following facts and circumstances:

1. The TOWN has installed and owns certain sewer collection lines and manholes that provide sewer to parcels of land to the Town in an area referred to as the Route 3 Sewer District.
2. The TOWN has also agreed to furnish Town sewer through the Town sewer system to City customers located within the City limits and west of Healy Avenue and the south side of NYS Route 3 known as "Bourdon Property" identified as City of Plattsburgh Tax Map Nos. 207.17-2-1-1 and 207.17-2-1-2 respectively referred to as Dairy Queen and Family Drug.
3. The parties wish to set forth their agreement concerning the billing and payment for Town sewer to City customers located west of Healy Avenue and south to the NYS Route 3.

**NOW, THEREFORE**, in consideration for the mutual promises set forth herein, it is agreed between the parties as follows:

1. In reference to the Town supplying sewer to City users west of Healy Avenue, the City agrees to the following terms and conditions:
  - a. The City agrees to pay the Town an annual sewer fee for lines connected to said sewer line at prevailing Town charges (Route 3 Sewer District tax rate x property assessed value). Annual Fee shall be pro-rated for the year 1995 based upon date of service.
  - b. The City will maintain water meters for such customers, and will read said meters on a regular basis, and will promptly send copies of such water meter readings to the Town.
  - c. The City will pay the Town for all sewer used by such customers as determined by said water meter readings at the same rate as the City sells sewer to Town sewer district.
  - d. The City will be solely responsible for billing City customers and collecting any amount due from said customers.

**IN WITNESS WHEREOF**, this agreement has been made as of the 22nd day of May 1995.

BY: Clyde M. Rabideau, Jr.  
Clyde M. Rabideau, Jr., MAYOR  
CITY OF PLATTSBURGH

Date: 5-23-95

BY: Arthur L. LeFevre  
Arthur L. LeFevre, SUPERVISOR  
TOWN OF PLATTSBURGH

Date: 5/23/95

CERTIFICATION

STATE OF NEW YORK                    )  
COUNTY OF CLINTON                ) s:  
TOWN OF PLATTSBURGH                )

This is to certify that I, the undersigned, clerk of the Town Board of the Town of Plattsburgh have compared the foregoing copy of the resolution with the original now on file in this office and which was duly passed by said Board on the 22ND day of May, 1995. All of the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand the official seal of the Town of Plattsburgh this 23RD day of May, 1995.

Sandra A. Thornton  
SANDRA A. THORNTON, TOWN CLERK

(SEAL)