

OGDENSBURG BRIDGE AND PORT AUTHORITY
SPECIAL BOARD MEETING
THURSDAY, AUGUST 29, 2024 ~ 5:00PM

I. Meeting Called to Order by Chairperson Vernon D. Burns at 5:00 PM.

II. Unfinished Business.

None.

III. Business Items.

A. Ogdensburg International Airport

1. Approval of Water Service Agreement with the City of Ogdensburg.

IV. Concluding Comments from Citizens, Board Members, and/or Authority Staff.

V. Next Meeting Dates:

September 12, 2024	Thursday	5:00 PM	_____	(Proposed)
October 10, 2024	Thursday	5:00 PM	_____	(Proposed)
November 14, 2024	Thursday	5:00 PM	_____	(Proposed)
December 12, 2024	Thursday	5:00 PM	_____	(Proposed)

VI. Adjournment

Dated: August 27, 2024



Steven J. Lawrence
Executive Director

Board of Directors:

Mr. Vernon D. "Sam" Burns, Chairperson
Ms. Megan J. M. Whitton, Vice Chair
Ms. Nicole Terminelli, Treasurer
Ms. Jennifer Quirk-Pickman, Secretary
Ms. Diane Para, Member
Ms. Toni Kennedy, Member
Mr. David King, Member

Staff:

Mr. Steven J. Lawrence, Executive Director
Ms. Patricia A. Nisco, CFO
Mr. Anthony Adamczyk, Director of Economic Development
Mr. James D. Chase, Director of Operations
Mr. Charlie Garrelts, Airport Manager

Press:

Mr. Andy Gardner, WDT
Ms. Monica Sandreczki, North. Country Public Radio
Ms. Dawn Merz, Radio Station YES FM
WWNY TV-7
Mr. Jimmy Lawton, North Country Now
Mr. Jim Leven, Community Broadcasters

**OGDENSBURG BRIDGE & PORT AUTHORITY
AUGUST 29, 2024 BOARD MEETING**

Agenda Item A. Ogdensburg International Airport

1. Approval of Water Service Agreement with the City of Ogdensburg.

REPORT:

In furtherance of the ongoing OGS Gateway Improvement Project and to meet the anticipated water demand needs at the expanded terminal, staff has negotiated a Water Service Agreement with the City of Ogdensburg to provide municipal water to the airport. This Agreement aligns with the terms and conditions prescribed in the Ogdensburg Municipal Code and City Water Ordinance. In addition, the City has granted a waiver of the outside user fee to the Authority for its commitment to install the entire water main and laterals located outside of the City limits to City specifications that will provide service to the airport. The agreement and pertinent water utility drawings are provided as Exhibit A of this Resolution.

RESOLUTION:

RESOLVED, that the Executive Director is hereby authorized and directed to execute a Water Service Agreement with the City of Ogdensburg to provide municipal water to the airport.

INITIATOR/PREPARER: Anthony Adamczyk

APPROVED BY:



MOTION PASSED BY: _____

Unanimous: Yes

No

SECONDED BY: _____

Abstained By: _____

EXHIBIT A
WATER SERVICE AGREEMENT &
WATER UTILITY DRAWINGS

WATER SERVICE AGREEMENT

Whereas, the Ogdensburg Bridge and Port Authority (the “Authority”), a public benefit corporation organized and existing under and by virtue of the laws of the State of New York, has commenced the OGS Gateway Improvement project (the “Project”) at the Ogdensburg International Airport; and

Whereas, it is anticipated that the Project will have substantial economic and travel benefits to the citizens of the City of Ogdensburg; and

Whereas, the City of Ogdensburg, New York, (the “City”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, agrees to extend its water supply mains beyond the corporate limits of said City; and

Whereas, the premises of the Authority is to be connected to said water supply main and the Authority desires it to remain connected thereto and be supplied with water by the City, now, therefore, this indenture;

Witnesseth that for the consideration of being furnished water by the City and to induce said City to furnish and continue to furnish and supply water to the premises of the Authority, the Authority and City covenants and agrees as follows:

1. The Authority agrees to pay for all water supplied or furnished by said City at the same rate or rates now in effect or that may be hereafter established from time to time for consumers within the corporate limits of the City subject to the terms and conditions, regulations, penalties, rates and charges established by the City Water Ordinance or that may hereafter be established by any amendment, modification or revision of said Water Ordinance.
2. In recognizing the public benefit of the Project, the tax-exempt status of the Authority, and the Authority’s commitment to install a 12” HDPE water line to NY-812 and provide an associated easement, the City agrees to permanently waive the outside user fee based on real property assessment as set forth in Chapter 215, Subsection 45(B) of the Ogdensburg Municipal Code, for existing and new facilities owned, controlled, and used by the Authority at the Ogdensburg International Airport only. Any leases made between the Authority and any third party will not be afforded this rate without prior approval by the City.
3. The Authority shall maintain all easements necessary for the installation, use, and maintenance of all water lines outside of the corporate limits providing service to the Ogdensburg International Airport, and will be responsible for the material, labor, and installation costs of said water lines within the water easement area. Upon completion of water line installation ownership of water lines within the water easement shall pass to the City who will be responsible for its maintenance in perpetuity. Details of said water lines and easements are provided in the utility plans included as Exhibit A of this Agreement.

4. City shall be provided third-party independent inspection reports and visually inspect any and all connections prior to activation, as applicable, as part of this water extension project to ensure installation meets City requirements.
5. The Authority shall provide at its expense, third-party pressure test and chloritization test results prior to activation of water service line.
6. The Authority covenants and agrees to consent and hereby does consent to the installation of a water meter on said premises and to permit representative of the City to enter upon said premises at all reasonable hours of the day for the purpose of reading said meter.
7. The Authority covenants and agrees to keep the water lateral and water connections in good working order.
8. The Authority expressly covenants and agrees that it will not connect or extend or permit any other person or persons to connect or extend the water lateral running from the water supply line to said premises to any other premises without the prior written consent of the City.
9. The Authority covenants and agrees that the City reserves the right to discontinue supplying water to the premises of the Authority without becoming subject to any liabilities or damages to the Authority on default in the payment of any water bill when due or on the default in the performance of or the breach of any of the terms and conditions of this Agreement after notice thereof to the Authority.
10. The Authority covenants and agrees that it will, to the extent permitted by law, indemnify and hold the City harmless against any and all claims for damages arising out of or by reason of furnishing water to the premises of the Authority.
11. The Authority covenants and agrees to pay the same penalty as paid by resident water users in the City, as applicable.
12. The Authority expressly warrants that it is the owner in fee simple of the premises known as and designed as the Ogdensburg International Airport, located at 5900 NY-812, Ogdensburg, NY 13669, for which water is to be furnished under this Agreement.
13. It is mutually covenanted and agreed by and between the Parties hereto that this Agreement is not transferable or assignable without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.
14. The Authority expressly covenants and agrees that it will notify the City of any sale or exchange of the premises to which water is supplied under this Agreement.
15. The Authority expressly covenants and agrees that the waiver by the City of any default in performance of or breach of any of the terms and conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent default in performance or breach of condition.
16. The Authority covenants and agrees that all the laws, ordinances, rules, regulations, and municipal codes governing the sale and distribution of water within the City are hereby referred to and incorporated within this Agreement with the same force and effect as if fully set forth herein.
17. This Agreement shall be construed in accordance with the laws of the State of New York.
18. The Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Northern District of New York for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement, and agree not to commence any

action, suit or proceeding (other than appeals therefrom) related thereto except in such courts. The Parties irrevocably and unconditionally waive their right to a jury trial.

19. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.
20. This Agreement represents the full and complete Agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral Agreements between the Parties with respect to the subject matter hereof.
21. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of the Parties.
22. If any part, term, or provisions of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the Intent of the Parties and in the manner closest to the stricken provision.
23. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.
24. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

City of Ogdensburg, New York

Ogdensburg Bridge and Port Authority

Xenophon Chronis, City Manager

Steven Lawrence, Executive Director

Date

Date

EXHIBIT A

Ogdensburg International Airport Gateway Improvement Enabling Work Utility Plans
Consisting of:

Drawing Title	Drawing Number
Utility Plan & Profiles	C-201
Utility Plan & Profiles	C-202
Water Main Easement Plan	C-203
Side Details	C-501
Water Details	C-502
Sanitary Details (1 of 2)	C-503
Sanitary Details (2 of 2)	C-504

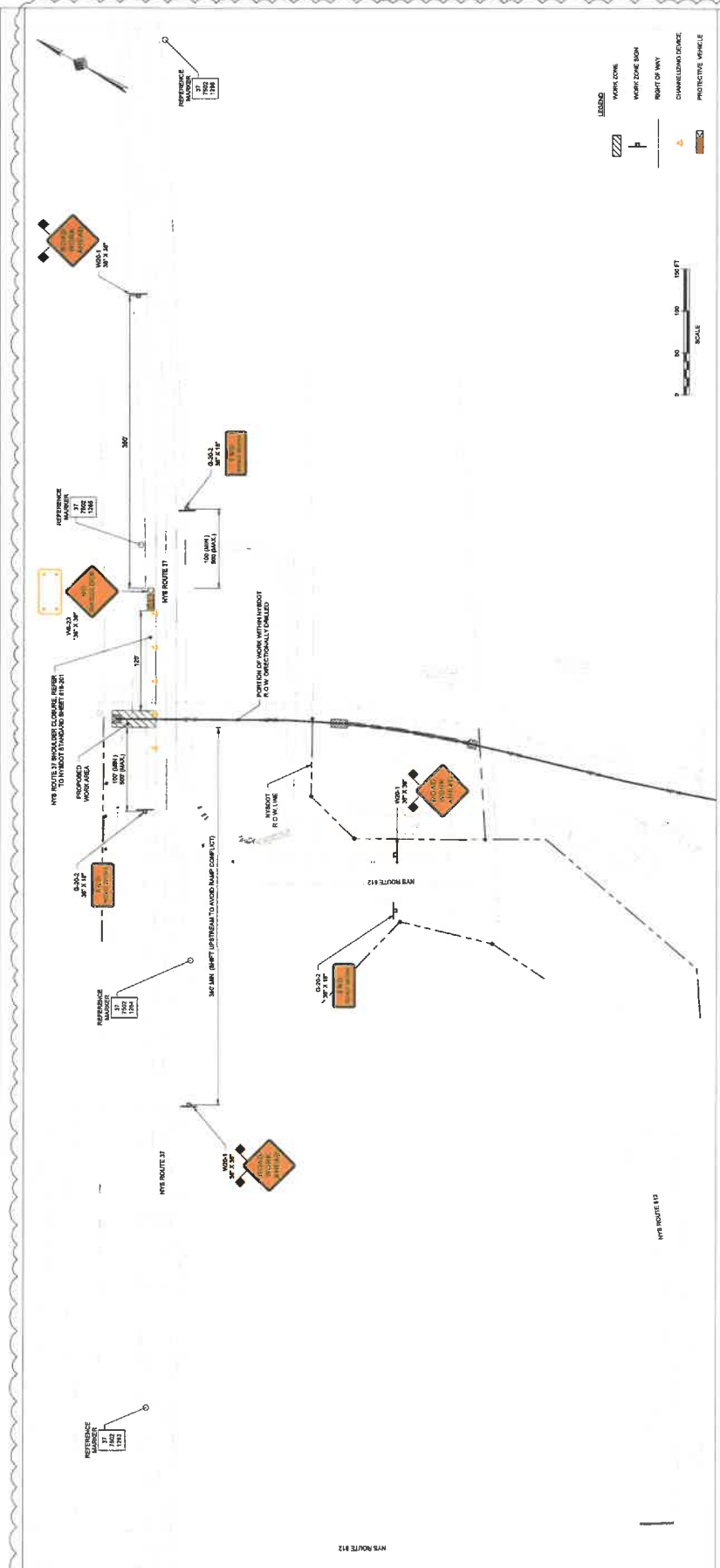


**OGDENSBURG BRIDGE AND PORT AUTHORITY
 1 BRIDGE PLAZA, OGDENSBURG, NEW YORK 13669**

**OGDENSBURG INTERNATIONAL AIRPORT
 GATEWAY IMPROVEMENTS ENABLING WORK**

PROJECT	OGS
CLIENT	OGS
DRAWN	OGS
DESIGNED	OGS
CHECKED	OGS
SCALE	1"=40'
DATE	10/02/2011
PROJECT	187213

DRAWING TITLE	OGDENSBURG BRIDGE AND PORT AUTHORITY 1 BRIDGE PLAZA, OGDENSBURG, NEW YORK 13669
OFFSITE WZTC PLAN	
DRAWING NUMBER	C-004



WORK ZONE TRAFFIC CONTROL

GENERAL

1. THE CONTRACTOR SHALL MAINTAIN A SIGNAGE CONTROL PLAN AND SHALL SUBMIT THIS PLAN TO THE REGIONAL DIRECTOR OF THE NEW YORK STATE THROTTLE POINT DIVISION FOR REVIEW AND APPROVAL.
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CHANNELIZING DEVICES

1. CHANNELIZING DEVICES SHALL BE USED TO CONTROL TRAFFIC AND TO PROTECT WORKERS.
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LANE WIDTHS

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TRAFFIC CONTROL SHEET 619-201 & TAG-01

REFER TO NYSDOT STANDARD WORK ZONE TRAFFIC CONTROL SHEET 619-201 & TAG-01

NOTES

1. NO WORK, ACTIVITY, EQUIPMENT, OR STORAGE OF MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE.
2. CHANNELIZING DEVICES INCLUDING TRAFFIC CONTROL SIGNS SHALL NOT BE PLACED UP IN THE ACTIVE WORK ZONE.
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20. CHANNELIZING DEVICES INCLUDING TRAFFIC CONTROL SIGNS SHALL NOT BE PLACED UP IN THE ACTIVE WORK ZONE.

DESIGNED: DATE:

CHECKED: DATE:

SCALE: DATE:

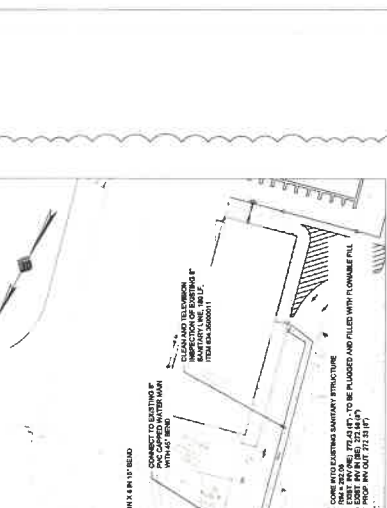
DATE REVISION:

PROJECT:

DRAWN:

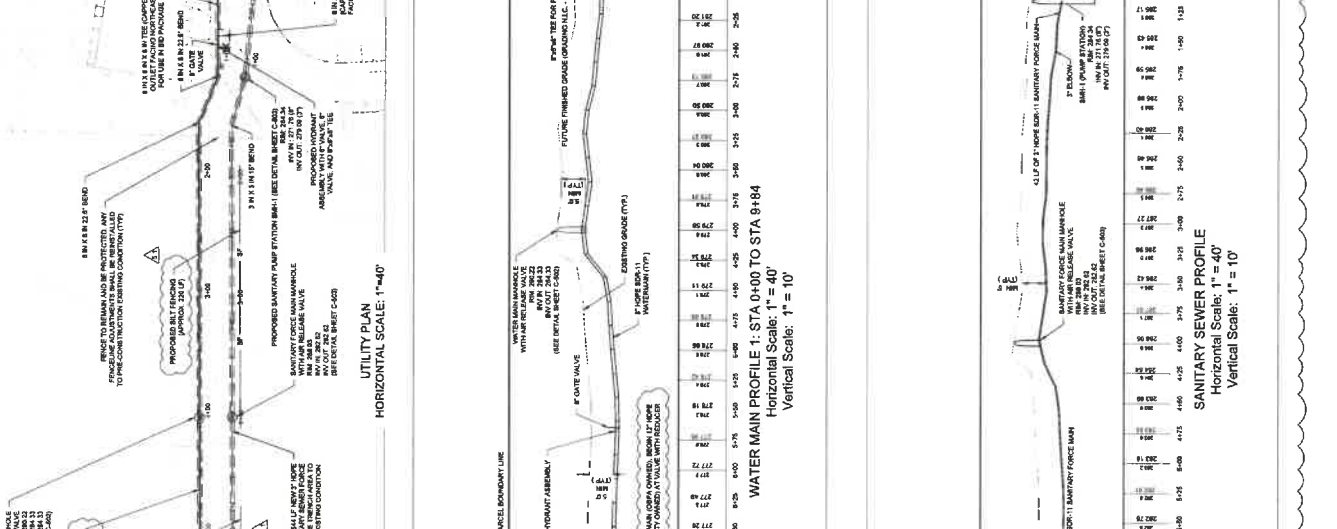
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1.1.4. DESIGNER
1.1.5. DESIGNER

DATE:



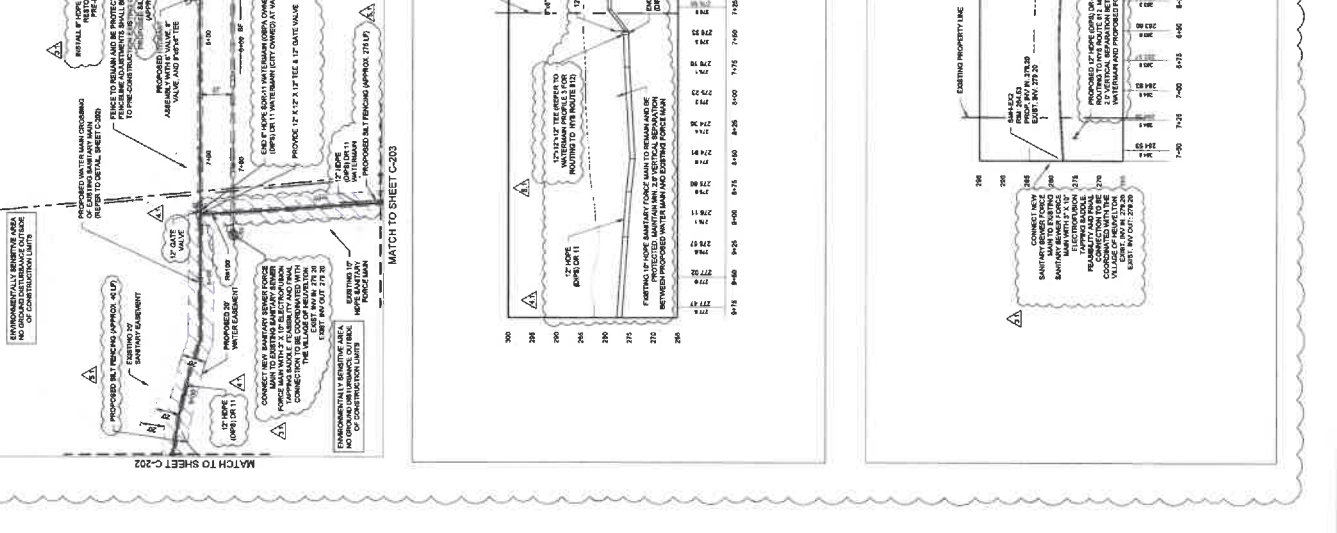
WATER MAIN PROFILE 1: STA 0+00 TO STA 9+84
Horizontal Scale: 1" = 40'
Vertical Scale: 1" = 10'

SANITARY SEWER PROFILE
Horizontal Scale: 1" = 40'
Vertical Scale: 1" = 10'



WATER MAIN PROFILE 1: STA 0+00 TO STA 9+84
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**OGDENSBURG INTERNATIONAL AIRPORT
GATEWAY IMPROVEMENTS ENABLING WORK**

**OGDENSBURG BRIDGE AND PORT AUTHORITY
1 BRIDGE PLAZA, OGDENSBURG, NEW YORK 13669**

CLIENT:	PORT AUTHORITY OF NY & NJ
PROJECT:	OGDENSBURG BRIDGE AND PORT AUTHORITY
DRAWN:	MM
CHECKED:	MM
DESIGNED:	JAF
SCALE:	AS SHOWN
DATE:	08/29/2012
PROJECT:	137613

DATE	DESCRIPTION
11/12/12	ISSUED FOR CONSTRUCTION
11/12/12	ISSUED FOR PERMITS
11/12/12	ISSUED FOR BIDDING
11/12/12	ISSUED FOR CONSTRUCTION

DRAWING TITLE
WATER MAIN
EASEMENT PLAN

DRAWING NUMBER
C-204

