1. Agenda

   Documents:

   AGENDA 08-27-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 082720.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
August 27, 2020
5:00 P.M.

AGENDA

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

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on August 20, 2020 are approved and placed on file among the public records of the City Clerk's Office

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

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending August 26, 2020 in the amount of **$_____**are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

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

- Reports from the Police Department dated August 24, 2020
- Minutes from the Finance & Budget Committee meeting held on August 20, 2020

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor McFarlin

MLD - MLD Board President Councilor McFarlin

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

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

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4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

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5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending August 28, 2020 in the amount of $_____are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

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

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6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

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7. OTHER ITEMS:

A. RESOLVED: In accordance with the request therefore the Common Council approves renewing the contract with Plattsburgh Housing Authority for the provision of Supplemental Police Services by a Plattsburgh Police Officer (September 1, 2020 – August 31, 2021). The total revenue for the City is billed on a monthly basis to cover the cost of our officer. There is no change in the contract provisions or reimbursement cost from 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

B. RESOLVED: In accordance with the request therefore the Common Council approves the City Chamberlain to transfer $1,425.00 within the General Fund Zoning appropriations from Materials and Supplies and Training and Education to Contract Services for increased advertising costs for public meeting notices caused by the extra restrictions stemming from the Corona Virus Epidemic.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

C. RESOLVED: In accordance with the request therefore the Common Council approves the City Chamberlain to increase General Fund Estimated Revenues for the refund of the Police Department cost for the City wide camera system and to increase the Police Department Motor Vehicle appropriations to provide for the purchase, instead of leasing, of two vehicles in 2020. The budget transfers and estimated revenue recognition will provide for the total increase necessary to purchase the motor vehicles requiring no increase to the 2020 General Fund budget.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

D. RESOLVED: In accordance with the request therefore the Common Council approves Luck Brothers Inc. to extend the previously approved closure of the Broad Street parking lot through Thursday, October 1, 2020 to complete improvements related to the City's Downtown Revitalization Initiative.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

E. RESOLVED: In accordance with the request therefore the Common Council approves that the meeting time of the Governance, Strategy and City Operations committee scheduled for Thursday,

September 3, 2020 will be changed to begin at 4:00pm pm. The Regular Common Council meeting time will be changed to begin at 5:30pm.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

F. RESOLVED: In accordance with the request therefore the Common Council authorizes the City Chamberlain to amend the City's Cafeteria Plan at a total cost of $300 to include the IRS change to Section 125 cafeteria plans issued under Notice 2020-29, allowing for employee mid-year election changes to their health flexible spending and dependent care flexible spending accounts due to the impacts to these employee flexible spending accounts caused by the COVID-19 pandemic.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

G. RESOLVED: In accordance with the request therefore the Common Council approves the Mayor and Police Chief Ritter to sign a contract with Plattsburgh City School District for "School Resource Officer" for the 2020-2021 school year. There is no change from the contract of last year.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

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H. RESOLVED: In accordance with the request from Councilor Moore therefore the Common Council authorizes the City Chamberlain to revise capital project H5110.74, 2020 Equipment Purchase, by increasing the appropriation by $175,000 for an additional equipment item to be purchased in the form of a large municipal tractor with a plow to be funded by the NYS CHIPS program.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

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I. RESOLVED: In accordance with the request therefore the Common Council authorizes the Mayor to sign a Memo of Understanding with the YMCA, in a form approved by the Corporation Counsel, to allow for their use of the Melissa Penfield Park and Peter S. Blumette Park, for their Youth Soccer program for the fall of 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

J. RESOLVED: In accordance with the request therefore the Common Council authorizes the Mayor to sign a Memo of Understanding with the Plattsburgh Baseball Club, in a form approved by the Corporation Counsel, to allow for their use of the Melissa Penfield Park for their Youth / Adult Soccer program for the fall of 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

K. RESOLVED: In accordance with the request therefore the Common Council authorizes the Mayor to sign a Memo of Understanding with the Plattsburgh Football Club, in a form approved by the Corporation Counsel, to allow for their use of the US Oval, Melissa Penfield Park, and Peter S. Blumette Park for their Youth Soccer program for the fall of 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

8. TRAVEL REQUEST:

A. RESOLVED: In accordance with the request therefore the Common Council approves one Police Department employee to attend the "Axon Training Instructor Course" from September 16-18, 2020, in Edison, NJ. The total cost will not exceed $1,015.50 and it will be expensed out of the Asset Forfeiture Fund.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

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9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

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10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

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11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

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

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 08/16/2020 00:00 TO 08/23/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	0	0	0	0	0	0	1	0	1	0	0	0	2
AIDED MEDICAL	0	0	0	0	0	0	0	0	0	1	0	0	1	2
ALARM	0	1	0	0	0	0	1	0	2	1	2	0	0	7
ANIMAL DOMESTIC	0	0	0	0	0	0	0	5	0	1	0	0	0	6
ASSAULT	0	0	0	0	0	0	0	1	0	0	1	0	0	2
BKGRND INVST CIVILIAN	0	0	0	0	0	15	3	0	0	0	0	0	0	18
BURGLARY	0	0	0	0	0	0	0	1	0	0	0	0	0	1
CITY CODE VIOLATION	0	2	0	0	0	0	0	1	0	1	0	1	1	6
CRIMINAL MISCHIEF	0	0	0	0	0	2	2	1	0	1	0	0	0	6
DEATH INVEST	0	0	0	0	0	0	0	0	0	2	0	0	0	2
DISORDERLY PERSONS	0	0	0	1	1	0	0	1	1	1	0	1	1	7
DOMESTIC	0	1	0	1	0	0	0	0	0	1	0	4	4	11
DOOR UNLOCKING	0	0	0	0	0	0	1	2	0	1	0	0	0	4
DRUG INVESTIGATION	0	0	0	0	1	0	0	0	0	0	0	0	0	1
DWI / IMPRD / DRUGS	0	0	0	1	0	0	0	0	0	0	0	0	0	1
EMOTIONALLY DISTRBD PERSN	0	0	0	0	0	3	2	0	0	1	0	0	1	7
FINGERPRINTING	0	0	0	0	0	0	1	1	0	0	0	0	0	2
FIRE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FOOT PATROL	0	5	6	2	0	0	3	3	7	0	0	2	5	33
HARASSMENT	0	0	1	0	0	1	0	0	0	1	2	1	0	6
INSECURE PROPERTY	0	1	3	0	0	0	1	0	1	0	0	1	0	7
JUVENILE	0	0	0	0	0	0	1	0	0	0	0	0	0	1
LARCENY	0	0	0	0	0	0	1	0	1	1	0	0	1	4
LOST AND FOUND	0	0	1	1	0	1	1	3	2	0	0	1	0	10
M/V ACCIDENT	0	0	1	0	0	3	2	1	2	4	1	1	0	15
M/V OFFENSE	0	0	0	0	0	0	0	0	0	1	2	1	0	4
MARIHUANA INVST	0	0	0	0	0	0	0	0	0	0	1	0	1	2
MISC CALLS	0	2	0	0	1	1	2	1	2	3	2	1	5	20

MISC OFFENSES	0	1	0	0	0	0	0	0	0	1	1	1	0	4
MISSING PERSON	0	0	0	0	0	1	0	0	0	0	1	0	1	3
NEIGHBOR CRISIS	0	1	0	0	0	0	1	1	0	1	0	2	0	6
NOISE VIOLATION	0	4	0	0	0	0	0	0	1	0	0	4	4	13
OPEN CONTAINER	0	1	0	0	0	0	0	0	0	0	0	0	1	2
OUTSIDE AGENCY ASSIST	0	1	0	0	0	0	3	0	0	0	0	2	1	7
PARKING VIOLATIONS	0	0	0	0	0	0	0	0	0	0	0	1	0	1
PRISONER TRANSPORT	0	0	0	0	0	0	0	0	1	0	0	0	0	1
PROPERTY RETRIEVAL	0	0	0	0	0	0	0	0	1	0	0	1	0	2
REPOSSESION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	1	0	1	0	0	0	0	2
SERVICES	0	0	0	0	0	0	1	0	0	0	0	0	0	1
SEX CRIMES	0	0	0	0	0	0	1	1	0	0	0	0	0	2
SEX OFFNDR REGISTRATION	0	0	0	0	0	1	1	0	0	0	0	0	0	2
SICK LEAVE	0	0	0	0	0	0	0	0	0	0	1	0	0	1
SUSPICIOUS ACTIVITY RPT	0	2	1	1	0	1	0	1	1	0	1	1	0	9
TRAFFIC STOP	0	9	7	0	0	0	2	1	1	1	0	13	24	58
TRESPASSING	0	1	0	0	1	0	0	1	1	1	0	1	1	7
WARRANT	0	0	0	0	0	0	0	1	0	0	0	0	0	1
WELFARE CHECK	0	0	0	0	0	0	1	3	2	1	2	3	2	14
Totals:	0	32	20	7	4	29	32	31	28	28	17	43	54	325

BLOTTER ACTIVITY REPORT
By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 08/23/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	10	6	0	9	6	7	5	14	5	8	14	7	91
ABC VIOLATIONS	0	15	0	0	0	0	0	1	1	0	1	2	4	24
ABSCONDED	0	1	2	1	1	1	1	0	2	3	0	0	3	15
ADMINISTRATIVE	0	3	3	4	3	7	1	2	2	2	4	12	5	48
AIDED MEDICAL	0	15	16	6	7	4	11	14	18	20	17	21	17	166
ALARM	0	11	19	8	24	21	14	16	17	14	19	12	6	181
ANIMAL DOMESTIC	0	4	5	3	2	8	21	21	15	14	17	13	9	132
ANIMAL WILD	0	1	0	1	0	1	3	3	0	0	2	2	3	16
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	2	5	0	5	1	1	3	1	3	3	5	1	30
BEAT MONITORING	0	22	10	0	0	0	0	0	0	0	1	0	0	33
BKGRND INVST CIVILIAN	0	0	0	6	48	139	99	53	13	1	0	0	0	359
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	1	0	2	0	3	3	5	1	4	1	20
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	2	3	0	5
CITY CODE VIOLATION	0	5	1	1	1	3	5	4	9	9	9	17	5	69
COMPUTER CRIME	0	0	0	0	0	0	0	1	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	5	2	4	5	11	12	11	10	12	8	6	3	89
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	3	1	2	4	2	1	1	3	0	1	2	20
DISORDERLY PERSONS	0	22	13	6	7	13	19	13	24	27	28	15	25	212
DOG SEIZURE	0	0	0	0	0	0	0	3	1	1	1	0	0	6
DOMESTIC	0	32	10	9	11	15	20	26	23	24	33	38	43	284
DOOR UNLOCKING	0	2	3	2	9	10	23	22	24	22	16	15	8	156
DRUG INVESTIGATION	0	4	3	2	4	13	14	19	27	19	10	10	8	133
DWI / IMPRD / DRUGS	0	3	4	1	1	0	0	0	0	0	0	4	7	20
EMOTIONALLY DISTRBD PERSN	0	6	5	3	3	10	11	14	17	19	14	12	20	134
ENDANGERING WELFARE	0	1	0	0	0	0	0	0	0	1	0	0	0	2

FINGERPRINTING	0	0	0	0	3	19	51	45	28	9	6	2	1	164
FIRE	0	0	1	1	0	1	1	2	4	0	3	3	2	18
FOOT PATROL	0	135	115	37	0	25	64	37	64	26	7	80	132	722
FORGERY	0	0	0	0	0	0	0	1	0	0	0	0	0	1
FRAUD	0	0	1	0	0	2	4	6	3	1	3	3	0	23
HARASSMENT	0	8	5	2	4	8	15	23	24	25	31	24	25	194
INSECURE PROPERTY	0	23	31	4	0	5	12	6	11	4	3	8	14	121
JUVENILE	0	3	2	0	3	9	13	12	15	14	9	6	11	97
LARCENY	0	6	3	1	5	21	33	36	32	23	17	12	6	195
LOST AND FOUND	0	5	16	5	11	19	25	30	21	32	12	8	5	189
M/V ACCIDENT	0	3	5	1	14	25	47	74	91	54	31	16	8	369
M/V OFFENSE	0	7	2	1	0	1	4	8	4	7	10	16	9	69
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIHUANA INVST	0	1	0	0	0	1	0	0	0	1	1	1	1	6
MEDIATION-NO OFFENSE	0	2	1	0	2	2	6	5	4	0	4	0	2	28
MISC CALLS	0	19	18	4	10	39	38	56	64	67	48	57	44	464
MISC OFFENSES	0	7	1	0	0	8	11	6	14	11	4	4	4	70
MISSING PERSON	0	0	0	0	3	2	2	1	1	2	4	2	6	23
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	2	0	0	1	4	7	16	8	10	12	10	2	72
NOISE VIOLATION	0	58	31	6	4	5	13	15	25	30	26	74	84	371
OPEN CONTAINER	0	1	0	0	0	0	0	0	0	0	0	0	2	3
OUTSIDE AGENCY ASSIST	0	8	6	1	1	8	10	6	6	6	4	9	11	76
PARKING VIOLATIONS	0	7	1	2	2	7	16	18	13	6	6	3	1	82
PAROLE NOTIFICATION	0	0	0	0	3	25	12	17	6	0	0	0	0	63
PRISONER TRANSPORT	0	0	1	0	3	28	12	7	8	5	8	6	0	78
PROPERTY RETRIEVAL	0	1	0	0	1	6	9	12	16	14	11	14	6	90
REPOSSESION	0	0	0	1	0	0	0	0	0	2	0	1	0	4
ROBBERY	0	0	1	0	0	0	0	1	0	0	0	0	0	2
SAFE SCRIPTS PROGRAM	0	0	0	0	0	6	11	7	12	0	0	0	0	36
SERVICES	0	4	4	3	4	48	19	21	22	9	5	8	8	155
SEX CRIMES	0	1	0	0	0	2	7	10	5	7	6	2	1	41
SEX OFFNDR REGISTRATION	0	0	0	0	1	47	29	13	13	3	1	0	1	108

SICK LEAVE	0	2	8	19	13	6	12	13	35	20	8	4	10	150
SUSPICIOUS ACTIVITY RPT	0	27	25	9	5	8	12	12	15	10	9	25	30	187
TRAFFIC DETAIL	0	0	0	0	0	0	0	1	1	1	2	9	1	15
TRAFFIC STOP	0	122	67	15	1	10	40	32	39	38	37	235	237	873
TRESPASSING	0	10	14	2	5	5	12	17	13	12	14	9	20	133
WARRANT	0	3	1	3	1	3	5	5	5	8	1	6	2	43
WELFARE CHECK	0	35	19	9	12	29	63	66	47	48	64	71	57	520
Totals:	0	664	491	188	255	703	882	872	891	710	601	934	922	8113

PLATTSBURGH HOUSING AUTHORITY
CONTRACT FOR THE PROVISION OF
SUPPLEMENTAL POLICE SERVICES

This Contract, made and effective the **1st day of September 2020**, by and between the Plattsburgh Housing Authority, (hereinafter called the "Authority") and the City of Plattsburgh, New York, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS the Authority desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS the City, by and through its Police Department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the assigned Police Officer under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the assigned Police Officer shall include, but shall not be limited to:

A. The City, by and through its Police Department, will provide a minimum of one police officer to perform specialized patrols to enforce all state and local laws and Housing Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under Police Department rules, regulations and standard operating procedures.

B. The City agrees that the assigned police officer will target areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6 am to 2 am in certain areas, to maintain a police patrol presence.

C. The City agrees that the Police Department will employ a community policing concept and that the Police Department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing

crime prevention programs in the public housing communities.

D. The City agrees to collect and provide workload data for the public housing developments.

E. It is further agreed that to the extent necessary, the assigned Police Officer will appear as a witness in the Authority's administrative grievance procedures, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate Police Department Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.

G. The City agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The City agrees that it will provide the assigned Police Officer with such basic equipment as may be necessary and reasonable in order to allow the Police Officer to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment desired by the Authority will be furnished at the expense of and shall remain the property of the Authority.

I. The Police Department will provide a minimum of sixteen (16) hours of training on community relations and interpersonal communications skills.

J. The City agrees to continue to provide criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center and State laws and regulations.

K. The Police Department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designee to facilitate the performance of this contract in a manner of broad interpretation.

The Administrative Liaison Officer will perform the following duties:

1) Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;

2) Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;

3) Prepare semi-annual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief,

appropriate Deputy Chiefs and Beat/Zone Commanders, and identified community representatives; and political leadership, e.g., mayor and council members.

4) Initiate and monitor ongoing lines of communications with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;

5) Coordinate security workshops and training seminars for identified residents;

6) Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and

7) Establish a clearly defined process for reporting non-emergency criminal activities.

8) Any other administrative tasks which from time to time may become reasonably necessary to effect the items of this contract and permit the PHA to remain in compliance with HUD provisions.

L. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Authority's property.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide training of residents, Authority on-site management staff, and the assigned Police Officer with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:

1) Crime prevention and security responsibilities;

2) Community organization/mobilization against the causes of and precursors to crime;

3) Drug awareness and control;

4) Orientation and familiarization with the public housing communities for the assigned officers; and

5) Orientation to the lease contract and lease compliance enforcement procedures and policies.

B. The Authority will provide the following in-kind accommodations, services and equipment:

1) Accommodations - The Authority will provide suitable space to be used as a satellite office for additional police services.

2) Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.

3) Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4) Modification/Damage - The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the City's cost, in the discretion of the Authority.

C. The Authority shall attempt to provide a semi-annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.

D. The Authority shall reserve the right to reasonably request the Police Department to replace any assigned Police Officers for the following reasons:

1) Neglect or non-performance of duties;

2) Disorderly conduct, use of abusive or offensive language, or fighting;

3) Criminal action;

4) Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;

5) Inadequate punctuality or attendance; or

6) Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned Police Officer, including documentation and witnesses to the alleged behaviors. Upon receipt of such documentation and within a minimal period of investigation, the City Police shall take all steps reasonable and necessary to replace the assigned Police Officer as quickly as possible.

E. The Authority will provide the City with rules and regulations for compliance with this Contract.

F. The Authority will work with the Police Department to subsidize housing or rent costs for volunteer police officers to reside in a public housing development selected by the Authority, as described in the Code of Federal Regulations.

ARTICLE II
Enforcement of Rules and Regulations

A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations. This list is meant to be illustrative only and in no manner represents a

limitation on enforcement authority or parameters:

1) Authorized or unauthorized visitors in unoccupied structures of the Authority shall be removed.

2) Authorized or unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.

3) Authorized or unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, where appropriate.

B. The City, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:

The resident and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.

With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

E. The City agrees to provide any police officer participating under this contract with copies of the PHA's lease and Rules and Regulations for the officer's review.

ARTICLE III
Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities, unless prohibited by law. It is further agreed that the City Police Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which

document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost to the PHA by the City Police Department on a regular basis in accordance with specific procedures that have been established.

B. Reporting

1. Media Coordination

The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers

2. Response times to targeted communities by City paid officers and Authority paid officers by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized).

3. Comparison of crime and workload in the targeted communities.

4. Arrests (to include drug violations)

5. Vehicles Towed

6. Positive Contacts

7. Referrals

8. Trespassers Removed

9. All UCR or NIBRS Reports

10. Calls for Service

11. Weapons Seized

12. Property Stolen/Recovered

13. Community Feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV
Plan of Operations

A. The City Police Department and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1) Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);

2) Staffing levels;

3) Responsibilities of key personnel

4) Organization and resources, to include personnel, equipment, in-kind support, etc.

5) Hours of operation, to encompass schedules of major tasks and activities; and

6) Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.

B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate from time to time and that such reasonable amendment or modification is acceptable to the City.

C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V
Term of Contract

The term of this Contract shall be for one year beginning September 1, 2020.

ARTICLE VI
Compensation to the City

A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract, and actually provided to the Authority, at a rate of **$20.00 / hour** and in a total amount not to exceed **$31,020** over a one-year period. The City will bill the Authority at the end of each month with a total monthly bill not to exceed **$2,585**.

B. The Authority shall reimburse the Police Department within thirty (30) days after receipt of performance of the proposed services and evidence of authorized expenditures and approval of such by the Executive Director or his designee.

C. The percent of overtime authorized under this Contract for court appearances or other hearings is zero.

D. The City shall provide the following minimum documentation in requesting reimbursement the PHA reserves the right to request any further or additional documentation it may deem necessary to process and review reimbursement requests:

1) Copies of Certified Payroll Time Reports documenting name, employee identification, hours worked in public housing developments, and supervisory approval.

2) Copies of the Plattsburgh Housing Authority assigned Police Officer's records displaying the total number of hours each day that were spent on tasks specifically associated with the Plattsburgh Housing Authority.

E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days (30) days of receipt of the request for reimbursement.

F. Notwithstanding anything contained herein to the contrary, the City Police Officer who is the subject of this Contract, will work 0 to 40 hours per week. Any hours over this amount (40 hours per week) constitute overtime. Any overtime needed or requested by the Plattsburgh Housing Authority in relation to the officer assigned to the Plattsburgh Housing Authority will be paid for by the Plattsburgh Housing Authority. The only exception to this provision being that in any given work week, if the Officer was required or requested by the City to perform services that were for the benefit of the City and not the Plattsburgh Housing Authority, then the number of such hours utilized by the City during the work week for non-Plattsburgh Housing Authority purposes will be deducted from any overtime hours required to be paid to the City by the Plattsburgh Housing Authority. The City and the Authority shall review the time spent and the cost of the City Police Officer services to the Plattsburgh Housing Authority on a regular basis and make appropriate adjustments in scheduling when necessary.

ARTICLE VII
Termination

A. The Authority may unilaterally terminate this Contract without cause and with no remaining obligation to the City in relation to or stemming from this contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States

Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:

Executive Director
Plattsburgh Housing Authority
4817 South Catherine St.
Plattsburgh New York 12901

City:

Mayor
City of Plattsburgh
41 City Hall
Plattsburgh, New York 12901

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City of Plattsburgh, County of Clinton, State of New York.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:
a) This Contract;
b) Any subsequent addenda or modifications agreed to in writing by both parties.

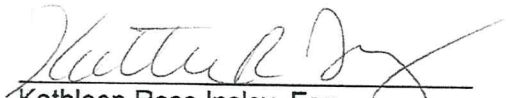
ATTEST:

Mark Hamilton, Executive Director
Plattsburgh Housing Authority

ATTEST:

Colin Read, Mayor
City of Plattsburgh

APPROVED AS TO FORM:



Kathleen Rose Insley, Esq.
Plattsburgh Housing Authority Counsel

Dean C. Schneller, Esq.
Corporation Counsel for the City of Plattsburgh

Levi Ritter, Police Chief
Plattsburgh Police Department

Richard A. Marks
City Chamberlain

Department of Finance
41 City Hall Place
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DISCOVER
Plattsburgh

DATE: July 24, 2020

MEMO TO: Mayor Read

FROM: Richard Marks

RE: Budget Transfer – General Fund

It is being requested to adjust the 2020 General Fund Budget, as follows:

Increase: General Fund – Zoning Contract Services	18010000-4430	$1,425.00
Decrease: General Fund – Zoning Materials/Supplies	18010000-4330	$475.00
Decrease: General Fund – Zoning Training/Education	18010000-4461	$950.00

To provide for under-budgeted appropriations for the Zoning Department in the General Fund for the additional advertising requirements for public notices for zoning meetings caused by the extra restrictions stemming from the Corona Virus Epidemic. The budget adjustment will not increase the General Fund budget for appropriations in 2020 because the increase in Contract Services expense is being off-set by a decrease in Materials and Supplies and Training and Education appropriations that are not needed for expenditures.

Thank you for your attention to this request.

Cc: Joe McMahon

Richard A. Marks
City Chamberlain

Department of Finance
41 City Hall Place
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DISCOVER
Plattsburgh

DATE: July 24, 2020

MEMO TO: Mayor Read

FROM: Richard Marks

RE: Budget Transfer – General Fund

It is being requested to adjust the 2020 General Fund Budget, as follows:

Increase: General Fund – Police Motor Vehicles	13120000-2300	$50,848.80
Decrease: General Fund – Police IT Hardware/Software	13120000-4433	$10,628.27
Decrease: General Fund – Police IT Vehicle Expense	13120000-4434	$ 7,000.00
Increase: General Fund – Refund Prior Year Expense	00001127-2701	$33,220.53

To provide for under-budgeted appropriations for the Police Department in the General Fund created by the purchase of two motor vehicles instead of the plan for leasing them, and for adjusting estimated revenue for the refund of prior period/year expense for Police technical equipment expenditures made during January of 2020 and November of 2019 for the NDI Technologies Inc., City wide camera system for $33,220.53. The budget adjustment will not increase the General Fund budget for appropriations in 2020, either for the transfer of appropriations between accounts to increase the motor vehicle account or for the increase in estimated revenue with a corresponding increase in the motor vehicle account for the receipt of the prior period/year expense refund received on April 29th, 2020.

Thank you for your attention to this request.

Cc: Chief Ritter

Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York
518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

August 27, 2020

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

Ladies and Gentlemen:

I respectfully request your approval for the Mayor to sign the attached contract for School Resource Officer for the 2020-2021 school year. There is no change from the contract of last year. Your consideration in this matter is very much appreciated. If you have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Levi Ritter

Plattsburgh Police Department

Richard A. Marks
City Chamberlain

Department of Finance
41 City Hall Place
Plattsburgh, NY 12901
518-563-1680 TEL
518-563-1714 FAX
marksr@cityofplattsburgh-ny.gov

DISCOVER
Plattsburgh

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held August 27th, 2020, the following resolution was adopted:

By Councilor ; Seconded by Councilor

WHEREAS, the following resolution was adopted on August 27th, 2020, and

WHEREAS, the Capital Expenditure Plan adopted December 12th, 2019, includes a Public Service Equipment category, and

WHEREAS, the Infrastructure Division established a 2020 Equipment Purchase project for items included in the Public Service Equipment category of the Capital Expenditure Plan adopted December 12th, 2019, and

WHEREAS, the cost of the 2020 Equipment Purchase project was estimated by the Infrastructure Division for the costs of the planned expenditures as noted below to purchase items included in the expenditure plan for 2020, and is being revised to include an item not planned for expenditure during 2020, as follows:

	2020 Capital Cost	**2020 Estimated Cost**	**2020 Revised Cost**
Garbage Packer Truck	$ 310,000	$ 310,000	$ 310,000
Large Municipal Tractor w/plow	-	-	175,000
One Ton Dump (3)	150,000	150,000	150,000
Maintenance Vehicle	50,000	50,000	50,000
Total	$ 510,000	$ 510,000	$ 685,000

Project Funding:

Water Fund	$ 50,000	$ 50,000	$ 50,000
Sewer Fund	50,000	50,000	50,000
NYS CHIPS Funding	-	-	175,000
General Fund	410,000	410,000	410,000
Total	$ 510,000	$ 510,000	$ 685,000

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 27th day of August 2020, as follows:

1) That, the amount of Six Hundred Eighty-five Thousand and 00/100 ($685,000.00) Dollars is hereby appropriated for the capital project **2020 Equipment Purchase (H5110.74)** for the cost of the equipment as revised above and is hereby authorized to be expended for such purpose.

2) That, Fifty Thousand and 00/100 ($50,000.00) Dollars of such appropriation be provided by the Water Fund.

3) That, Fifty Thousand and 00/100 ($50,000.00) Dollars of such appropriation be provided by the Sewer Fund.

4) That, One Hundred Seventy-five Thousand and 00/100 ($175,000.00) Dollars of such appropriation be provided from the NYS Consolidated Local Street and Highway Improvement Program funding allocated to the City for the 2020-2021 program year.

5) That, Four Hundred Ten Thousand and 00/100 ($410,000.00) Dollars of such appropriation will be provided by an advance from the General Fund, but that such advance is to be repaid to the General Fund by year end through funding of this portion of the project with Bond Anticipation Notes or Serial Bonding.

6) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

_____

CITY CLERK

PLATTSBURGH POLICE DEPARTMENT
45 PINE STREET
PLATTSBURGH, NY 12901
518-563-3411
518-566-9000 FAX

Levi Ritter
Chief of Police

August 13, 2020

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

Ladies and Gentlemen:

I respectfully request your approval for a Police Department employee to travel to Edison, NJ for "Axon Training Instructor Course" training course on 09/17/2020. This training is being put on at the Middlesex County Police Training Facility. The total cost should not exceed $1,015.50 and will be paid for by asset forfeiture. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Levi Ritter
Plattsburgh Police Department