

1. Agenda

Documents:

[AGENDA 09-17-20.PDF](#)

2. Supporting Documents

Documents:

[MEETING DOCS 091720.PDF](#)

**REGULAR MEETING OF THE COMMON COUNCIL  
OF THE CITY OF PLATTSBURGH, NEW YORK  
SEPTEMBER 17, 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:**

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**MAYOR’S COMMENTS:**

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**1. MINUTES OF THE PREVIOUS MEETING:**

**RESOLVED:** That the Minutes of the Regular Meeting of the Common Council held on September 10, 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

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**2. PAYROLLS OF VARIOUS DEPARTMENTS:**

**RESOLVED:** That the payrolls of the various Departments of the City of Plattsburgh for the week ending September 16, 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

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**3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:**

- Report of Fire and Ambulance Responses for September 8-14, 2020
- Report from the Building Inspector’s office for the week of September 1-15, 2020
- Reports from the Police Department dated September 14, 2020
- Minutes from the City Infrastructure Committee meeting held on September 10, 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 September 18, 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:** That the Mayor is authorized to sign a renewal contract for Assessment Services under Section 1537 of the Real Property Tax Law with the County of Clinton a copy of the proposed contract is made part of the minutes of this meeting. The dates of the contract are January 1, 2021 thru December 31, 2023.

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**B. RESOLVED:** In accordance with the request therefore the Common Council hereby agrees to and authorizes entering into an agreement with the Town of Ausable to provide 3A chief operator services for approximately 20 hours per month at \$38.50 per hour, subject to approval of contract form by Corporation Counsel.

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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**C. RESOLVED:** In accordance with the request therefore the Common Council approves revising capital project H5110.58, 2016 Saranac River Trail – Phase II, to include the additional costs for completion of the project of \$648,096, bringing the total project cost to \$3,754,229, for which the City has a September 6<sup>th</sup>, 2016, bond resolution authorizing the issuance of \$2,570,000 of serial bond debt to pay for the completion of the project. The City will have a total debt issued on behalf of this project of \$1,810,363 per the project funding details, of which \$574,000 has been issued in 2017, leaving \$1,236,363 to be issued in 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:

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**D. RESOLVED:** In accordance with the request therefore the Common Council approves the construction contract for “Saranac River Trail Phase 2” be awarded to the low bidder, Luck Brothers, Inc., in the amount of \$3,098,501.31 and authorizes the Mayor to execute all necessary documents.

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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**E. RESOLVED:** In accordance with the request therefore the Common Council adopts a Compensation and Benefit policy for all Managers of the City of Plattsburgh. The entire text of which has been distributed to and read by the members of the Common Council, is hereby enacted without the reading thereof and a copy is made part of the minutes of this meeting.

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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**F. RESOLVED:** that the Common Council hereby encourages the Mayor to present a revised budget for 2021, prior to October 8<sup>th</sup> of this year, providing that the 2021 budget for the regular payroll line items within the Public Safety division be reduced by at least \$900,000 and the 2021 budget for the regular payroll line items within the Executive, Finance, Staff and Shared Services divisions be reduced by at least \$150,000.

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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**8. TRAVEL REQUEST: None**

**9. RESOLUTIONS FOR INITIAL CONSIDERATION: None**

**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:** \_\_\_\_\_



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

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

## MEMO

**TO:** Mayor Colin L. Read  
Members of the Common Council

**FROM:** Fire Chief, Scott Lawliss

**DATE:** September 15, 2020

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, September 8, ~~2019~~<sup>2020</sup> to Monday, September 14, 2020  
our Department has responded to the following:

**Fire Calls**

**21**

- 1 Commercial building inside cooler fire
- 7 EMS assist with patient care prior to transport ambulance
- 10 alarm activations with investigation of cause
- 3 MVA

**Ambulance Calls**

**60**

**Mutual Aid by CVPH**

**18**



09/15/2020 11:58  
1427lbee

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

P 1  
picvirpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 09/01/20 TO 09/15/20

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	14
PROPERTY MAINTENANCE	4
WORKING WITHOUT PERMIT	1
DEPARTMENT TOTALS	19
REPORT TOTALS	19

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



REPORTING PERIOD: 09/01/20 TO 09/15/20  
RESPONSIBLE PARTY  
SEVERITY  
AREA  
SOURCE  
COMMENT

2059	117 BRINKERHOFF ST	JOHN J MOSSEY	09/08/2020
VIOLOGATION GARBAGE	SEVERITY 0	EMAIL AREA	COMPLY BY COMPLIED
GARBAGE MOVED FROM FRONT OF PROPERTY TO REAR. BROKEN BAGS OF GARBAGE, AND DRIVEWAY FILLING UP WITH GARBAGE AGAIN			
STEPS INITIAL INSPECT NOTICE REINSPECT ORDER PICK UP	ACTION TYPE INSPECTION NOTICE INSPECTION OTHER	STATUS NEW NEW NEW NEW	SCHEDULED 09/09/20 STARTED COMPLETED
INSPECTION INSPECTOR COMPLAINT JIM WELCH COMPLAINT JIM WELCH	REQUESTED 09/09/20	SCHEDULED 09/09/20	RESULTS FEE AMOUNT .00 .00
COMPLAINT/VIOLATION TOTALS			

2048	118 BRINKERHOFF ST	SCOTT CAMPBELL	09/04/2020
VIOLOGATION GARBAGE	SEVERITY 0	AREA	COMPLY BY COMPLIED
Trash out front and down the driveway. PROPERTY MAINTENANCE Front steps have fallen off.			
STEPS INITIAL INSPECT NOTICE FOLLOW UP ORDER REMEDY APPEARANCE TICKE	ACTION TYPE INSPECTION NOTICE INSPECTION NOTICE OTHER	STATUS NEW NEW NEW NEW NEW	SCHEDULED 09/06/20 STARTED COMPLETED
INSPECTION INSPECTOR COMPLAINT JIM WELCH COMPLAINT JIM WELCH	REQUESTED 09/06/20	SCHEDULED 09/06/20	RESULTS FEE AMOUNT .00 .00
COMPLAINT/VIOLATION TOTALS			

2058	118 BRINKERHOFF ST	SCOTT CAMPBELL	09/08/2020
VIOLOGATION GARBAGE	SEVERITY 0	EMAIL AREA	COMPLY BY COMPLIED
GARBAGE STILL AN ISSUE, HAS JUST BEEN MOVED TO A DIFFERENT LOCATION ON SIDE OF BUILDING.			
STEPS INITIAL INSPECT NOTICE REINSPECT ORDER PICK UP	ACTION TYPE INSPECTION NOTICE INSPECTION OTHER	STATUS NEW NEW NEW NEW	SCHEDULED 09/09/20 STARTED COMPLETED
COMPLAINT/VIOLATION TOTALS			



09/15/2020 11:58  
14271bee  
CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT  
3  
P picvirpt

DEPARTMENT: Building Inspector  
REPORTING PERIOD: 09/01/20 TO 09/15/20  
REFERENCE LOCATION CASE  
COMPLAINT/VIOLATION  
AREA SOURCE RESPONSIBLE PARTY SEVERITY  
COMMENT CREATED COMPLETED

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT JIM WELCH 09/09/20 09/09/20 .00  
COMPLAINT JIM WELCH .00  
COMPLAINT/VIOLATION TOTALS .00

2051 126 BRINKERHOFF ST SEVERITY 0 GARY BERTRAND 09/04/2020  
VIOLATION GARBAGE 0 PHONE CALL 0 COMPLY BY COMPLETED 11 DAYS OPEN  
LOOSE GARBAGE PILES ON WELLS STREET SIDE OF PROPERTY

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
INITIAL INSPECT DONE 09/05/20 09/04/20  
NOTICE NEW 09/05/20  
REINSPECT NEW INSPECTION  
ORDER PICK UP NEW OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT JIM WELCH 09/05/20 09/05/20 .00  
COMPLAINT JIM WELCH .00  
COMPLAINT/VIOLATION TOTALS .00

2056 129 BROAD ST SEVERITY 0 MOUNTAIN HARBOR PROPERTIES LLC 09/11/2020  
VIOLATION GARBAGE 0 IN PERSON 0 COMPLY BY COMPLETED 4 DAYS OPEN  
Loose garbage around the property.

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
INITIAL INSPECT NEW 09/12/20 09/12/20  
NOTICE NEW INSPECTION  
REINSPECT NEW INSPECTION  
ORDER PICK UP NEW OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT NICK WALKER 09/12/20 09/12/20 .00  
COMPLAINT NICK WALKER .00  
COMPLAINT/VIOLATION TOTALS .00

2057 13 SMITH ST SEVERITY 0 CRAIG A LAPLANTE 09/11/2020  
VIOLATION GARBAGE 0 PHONE CALL 0 COMPLY BY COMPLETED 4 DAYS OPEN  
GARBAGE PILING UP ON PROPERTY, NOT BEING ATTENDED TO.  
PROPERTY MAINTENANCE HOME LOOKS IN DISREPAIR, UNSIGHTLY.  
WORKING WITHOUT PERMIT 0



DEPARTMENT: Building Inspector

REPORTING PERIOD: 09/01/20 TO 09/15/20

REFERENCE LOCATION CASE COMMENT AREA SOURCE RESPONSIBLE PARTY SEVERITY CREATED COMPLAINT/VIOLATION

APPEARS ROOF IS BEING REPLACED, NO PERMIT VISIBLE.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW	NOTICE	09/13/20			
NOTICE	NOTICE	NEW					
FOLLOW UP	INSPECTION	NEW					
ORDER REMEDY	NOTICE	NEW	LETTER				
APPEARANCE TICKE	OTHER	NEW					
INSPECTION INSPECTOR	REQUESTED	SCHEDULED		RESULTS			
COMPLAINT KYLE BURDO	09/13/20	09/13/20					.00
COMPLAINT KYLE BURDO							.00
COMPLAINT/VIOLATION TOTALS							.00

2049 142 BRINKERHOFF ST

NATHAN M WILSON 09/03/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLETED	12 DAYS OPEN		
GARBAGE	0						
LOOSE GARBAGE PILING UP OUTSIDE OF STORAGE AREA FOR GARBAGE							
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	DONE		09/04/20			
REINSPECT	INSPECTION	DONE					
ORDER PICK UP	OTHER	NEW		09/05/20			
INSPECTION INSPECTOR	REQUESTED	SCHEDULED		RESULTS			
COMPLAINT JIM WELCH	09/04/20	09/04/20					.00
COMPLAINT JIM WELCH							.00
COMPLAINT/VIOLATION TOTALS							.00

2054 26 CITY HALL PL

A & B RENTAL PROPERTIES LLC 09/10/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLETED	5 DAYS OPEN		
PROPERTY MAINTENANCE	0						
ON RESPONSE FOR AUDIBLE ALARM, FOUND A HOLE IN ROOF OF TOP FLOOR STAIRWELL. CEILING WET AND WIRES FOR DETECTOR WERE CORRODED . DETECTORS IN THE BUILDING APPEAR TO BE VERY OLD.							
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW		09/12/20			
NOTICE	NOTICE	NEW					
FOLLOW UP	INSPECTION	NEW					
ORDER REMEDY	NOTICE	NEW	LETTER				
APPEARANCE TICKE	OTHER	NEW					
INSPECTION INSPECTOR	REQUESTED	SCHEDULED		RESULTS			
COMPLAINT JIM WELCH	09/12/20	09/12/20					.00
COMPLAINT JIM WELCH							.00
COMPLAINT/VIOLATION TOTALS							.00



REPORTING PERIOD: 09/01/20 TO 09/15/20  
RESPONSIBLE PARTY SEVERITY  
CREATED COMPLIED

COMPLAINT/VIOLATION	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	COMMENT	REPORTING PERIOD
2055 53 JOHNSON AVE VIOLATION PROPERTY MAINTENANCE RESIDENT AT UNIT 17 HAS DOG AND IS NOT PICKING UP EXCREMENT IN THE COMMON OUTSIDE AREA USED BY ALL RESIDENTS.	GERALD F CARPENTER 0	COMPLY BY COMPLIED	SEVERITY 0	09/10/2020 5 DAYS OPEN
STEPS INITIAL INSPECT NOTICE FOLLOW UP ORDER REMEDY APPEARANCE TICKE	ACTION TYPE STATUS INSPECTION NEW NOTICE NEW INSPECTION NEW NOTICE NEW OTHER NEW	NOTICE SCHEDULED 09/11/20 LETTER	COMPLETED	
INSPECTION INSPECTOR COMPLAINT KYLE BURDO COMPLAINT KYLE BURDO	REQUESTED SCHEDULED 09/11/20 09/11/20	RESULTS	FEE AMOUNT .00 .00 .00	
COMPLAINT/VIOLATION TOTALS			.00	
2047 55 BROAD ST VIOLATION GARBAGE LOOSE GARBAGE ON PROPERTY - OVERFLOWING GARBAGE BINS	MOUNTAIN HARBOR PROPERTIES LLC 0	COMPLY BY COMPLIED	SEVERITY 0	09/04/2020 11 DAYS OPEN
STEPS INITIAL INSPECT NOTICE REINSPECT ORDER PICK UP	ACTION TYPE STATUS INSPECTION NEW NOTICE NEW INSPECTION NEW OTHER NEW	NOTICE SCHEDULED 09/05/20	COMPLETED	
INSPECTION INSPECTOR COMPLAINT JIM WELCH COMPLAINT JIM WELCH	REQUESTED SCHEDULED 09/05/20 09/05/20	RESULTS	FEE AMOUNT .00 .00 .00	
COMPLAINT/VIOLATION TOTALS			.00	
2050 62 COUCH ST VIOLATION GARBAGE GARBAGE COMPLAINT - PLACE LOOKS LIKE A MESS	MOUNTAIN HARBOR PROPERTIES LLC 0	COMPLY BY COMPLIED	SEVERITY 0	09/03/2020 12 DAYS OPEN
STEPS INITIAL INSPECT NOTICE REINSPECT ORDER PICK UP	ACTION TYPE STATUS INSPECTION DONE NOTICE NEW INSPECTION NEW OTHER NEW	NOTICE SCHEDULED 09/04/20 09/05/20	COMPLETED 09/04/20	



DEPARTMENT: Building Inspector

REPORTING PERIOD: 09/01/20 TO 09/15/20

REFERENCE LOCATION CASE COMPLAINT/VIOLATION  
 AREA SOURCE RESPONSIBLE PARTY SEVERITY  
 COMMENT CREATED COMPLETED

INSPECTION INSPECTOR JIM WELCH  
 COMPLAINT JIM WELCH  
 COMPLAINT JIM WELCH  
 COMPLAINT/VIOLATION TOTALS

REQUESTED 09/04/20  
 SCHEDULED 09/04/20  
 RESULTS  
 FEE AMOUNT .00  
 .00  
 .00

2046 67 BRINKERHOFF ST  
 VIOLATION GARBAGE  
 SEVERITY 0  
 NABIH REAL ESTATE INC  
 PHONE CALL 0  
 COMPLI BY COMPLIED  
 09/03/2020

GARBAGE CONTINUES TO BE A PROBLEM AT THIS PROPERTY. GARBAGE CANS ARE NOT BEING BROUGHT BACK TO SIDE OF HOUSE AFTER PICK UP;  
 GARBAGE CONTINUES TO PILE UP IN FRONT YARD.

STEPS INITIAL INSPECT  
 NOTICE  
 REINSPECT  
 ORDER PICK UP

ACTION TYPE INSPECTION  
 STATUS NEW  
 NOTICE  
 INSPECTION  
 OTHER  
 SCHEDULED 09/04/20  
 NOTICE  
 SCHEDULED 09/04/20  
 STARTED  
 COMPLETED

INSPECTION INSPECTOR JIM WELCH  
 COMPLAINT JIM WELCH  
 COMPLAINT JIM WELCH  
 COMPLAINT/VIOLATION TOTALS

REQUESTED 09/04/20  
 SCHEDULED 09/04/20  
 RESULTS  
 FEE AMOUNT .00  
 .00  
 .00

2045 68 COURT ST  
 VIOLATION GARBAGE  
 SEVERITY 0  
 CHAIR LEFT AT CURB

68 COURT STREET LLC  
 0  
 COMPLY BY COMPLIED  
 09/03/2020  
 12 DAYS OPEN

STEPS INITIAL INSPECT  
 NOTICE  
 REINSPECT  
 ORDER PICK UP

ACTION TYPE INSPECTION  
 STATUS NEW  
 NOTICE  
 INSPECTION  
 OTHER  
 SCHEDULED 09/04/20  
 NOTICE  
 SCHEDULED 09/04/20  
 STARTED  
 COMPLETED

INSPECTION INSPECTOR JIM WELCH  
 COMPLAINT JIM WELCH  
 COMPLAINT JIM WELCH  
 COMPLAINT/VIOLATION TOTALS

REQUESTED 09/04/20  
 SCHEDULED 09/04/20  
 RESULTS  
 FEE AMOUNT .00  
 .00  
 .00

2060 75 JOHNSON AVE  
 VIOLATION GARBAGE  
 SEVERITY 0  
 RICKI C SMITH  
 0  
 COMPLY BY COMPLIED  
 09/08/2020

7 DAYS OPEN

MULTIPLE CARDBOARD BOXES OF ITEMS LEFT BY CURB.



09/15/2020 11:58  
1427lbee  
CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT  
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P picvirpt

DEPARTMENT: Building Inspector  
REFERENCE LOCATION CASE  
COMPLAINT/VIOLATION  
REPORTING PERIOD: 09/01/20 TO 09/15/20  
RESPONSIBLE PARTY SEVERITY  
AREA SOURCE  
COMMENT

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		09/09/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS			FEE AMOUNT
COMPLAINT	09/09/20	09/09/20				.00
COMPLAINT						.00
COMPLAINT/VIOLATION TOTALS						.00

2052	77 SAILLY AVE	PHONE CALL 0	15 CHAMPLAIN LLC	09/04/2020		
VIOLATION	SEVERITY	AREA	COMPLY BY	11 DAYS OPEN		
GARBAGE	0					
GARBAGE OVERLOWING BINS AND NOT BEING PICKED UP.						
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		09/05/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS			FEE AMOUNT
COMPLAINT	09/05/20	09/05/20				.00
COMPLAINT						.00
COMPLAINT/VIOLATION TOTALS						.00

2053	CHAMPLAIN ST	EMAIL AREA	KEL PROPERTIES LLC	09/09/2020		
VIOLATION	SEVERITY	AREA	COMPLY BY	6 DAYS OPEN		
GARBAGE	0					
Garbage has been out for weeks, smell is bad and animals getting in to it.						
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		09/10/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS			FEE AMOUNT
COMPLAINT	09/10/20	09/10/20				.00
COMPLAINT						.00
COMPLAINT/VIOLATION TOTALS						.00

DEPARTMENT TOTALS  
16 COMPLAINTS/VIOLATIONS  
.00



09/15/2020 11:58  
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CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

P 8  
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DEPARTMENT: Building Inspector

REPORTING PERIOD: 09/01/20 TO 09/15/20

REFERENCE LOCATION  
CASE COMPLAINT/VIOLATION

AREA SOURCE RESPONSIBLE PARTY  
SEVERITY

CREATED  
COMPLETED

COMMENT

COMPLAINT/VIOLATION ACTIVITY 09/01/20-09/15/20: 16 CREATED

REPORT TOTALS  
COMPLAINT/VIOLATION ACTIVITY 09/01/20-09/15/20: 16 COMPLAINTS/VIOLATIONS  
16 CREATED

.00

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

**BLOTTER ACTIVITY REPORT**

**By Time of Day**

FOR DATE RANGE OF 09/06/2020 00:00 TO 09/13/2020 0:00

Call Type	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	1	0	0	0	0	1	0	0	3	0	5
ADMINISTRATIVE	0	0	0	0	0	0	0	0	0	0	1	0	1
AIDED MEDICAL	0	0	0	0	0	1	0	0	1	2	2	0	6
ALARM	0	0	0	1	0	0	0	0	0	3	0	0	4
ANIMAL DOMESTIC	0	1	0	0	0	1	0	1	0	0	0	0	3
BKGRND INVST CIVILIAN	0	0	0	0	3	6	0	1	0	0	0	0	10
BURGLARY	0	1	0	0	0	0	0	0	0	0	0	0	1
CITY CODE VIOLATION	0	0	0	0	0	2	0	1	0	1	0	0	4
CRIMINAL MISCHIEF	0	0	0	0	1	0	1	1	0	0	0	2	5
DEATH INVEST	0	0	0	0	0	0	0	0	0	0	1	0	1
DISORDERLY PERSONS	0	0	0	0	0	0	1	0	0	2	0	3	8
DOMESTIC	0	1	1	0	0	0	1	2	2	1	0	0	9
DOOR UNLOCKING	0	0	0	0	0	0	0	1	1	0	1	0	3
DRUG INVESTIGATION	0	1	0	0	0	0	0	0	0	1	0	0	2
EMOTIONALLY DISTURB PERSON	0	0	0	0	1	2	0	0	1	2	0	0	6
FINGERPRINTING	0	0	0	0	0	6	1	2	0	0	0	0	9
FIRE	0	0	0	0	0	0	0	0	0	1	0	0	1
FOOT PATROL	0	5	3	0	2	0	2	3	0	0	1	3	24
HARASSMENT	0	0	0	0	0	1	0	0	1	0	1	0	4
INSECURE PROPERTY	0	0	0	0	0	0	0	1	1	0	0	1	3
JUVENILE	0	0	0	0	3	0	1	2	4	0	0	2	13
LARCENY	0	0	0	0	2	0	0	1	0	0	0	0	3
LOST AND FOUND	0	0	0	0	0	2	2	2	0	1	0	0	7
M/V ACCIDENT	0	0	0	0	1	2	3	0	2	0	0	1	9
M/V OFFENSE	0	0	0	0	0	0	0	0	1	0	2	0	3
MARIHUANA INVST	0	0	0	0	0	0	0	1	0	0	0	0	1
MEDIATION-NO OFFENSE	0	0	0	0	1	1	0	0	0	0	0	0	2
MISC CALLS	0	0	1	0	1	2	0	3	1	2	3	0	13

MISC OFFENSES	0	0	0	0	1	0	0	0	1	0	2	0	0	0	0	4
NEIGHBOR CRISIS	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
NOISE VIOLATION	0	6	1	0	0	1	0	0	0	1	1	1	3	4	19	
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	0	0	0	0	2	0	3	
PARKING VIOLATIONS	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
PROPERTY RETRIEVAL	0	0	0	0	0	0	0	0	0	1	1	0	1	0	3	
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4	
SERVICES	0	0	0	0	0	0	1	2	2	1	0	0	1	0	7	
SEX OFFNDR REGISTRATION	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
SICK LEAVE	0	0	0	0	0	1	1	3	0	1	0	0	0	0	6	
SUSPICIOUS ACTIVITY RPT	0	1	1	0	0	0	0	0	2	1	2	2	1	3	13	
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	
TRAFFIC STOP	0	9	4	0	0	1	0	2	3	3	1	0	19	7	49	
TRESPASSING	0	0	1	0	0	1	0	2	0	1	0	0	1	1	7	
WARRANT	0	1	0	0	0	0	0	0	0	1	0	0	0	0	2	
WELFARE CHECK	0	2	1	0	0	0	1	1	1	1	2	0	5	1	15	
Totals:	0	28	18	7	5	19	39	25	37	24	19	48	29	298		

**BLOTTER ACTIVITY REPORT**

**By Time of Day**

FOR DATE RANGE OF 01/01/2020 00:00 TO 09/13/2020 0:00

Call Type	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	7	1	9	6	7	5	15	5	9	8	100
ABC VIOLATIONS	0	15	0	0	0	0	1	2	0	1	2	4	25
ABSCONDED	0	1	2	1	1	1	0	2	3	0	0	3	15
ADMINISTRATIVE	0	4	3	4	3	8	2	2	3	4	14	5	53
AIDED MEDICAL	0	16	16	7	7	4	14	19	22	20	24	17	178
ALARM	0	11	20	8	26	21	18	17	16	22	13	6	193
ANIMAL DOMESTIC	0	5	6	3	3	8	22	18	14	19	17	9	148
ANIMAL WILD	0	1	0	1	0	1	3	0	0	2	2	3	16
ARSON	0	0	0	0	0	0	0	0	0	0	0	0	1
ASSAULT	0	2	5	0	5	1	4	1	3	3	5	2	32
BEAT MONITORING	0	22	10	0	0	0	0	0	0	1	0	0	33
BKGRND INVST CIVILIAN	0	0	0	6	49	175	53	14	1	0	0	0	403
BKGRND INVST SWORN	0	0	0	0	0	0	0	0	0	0	0	0	2
BURGLARY	0	1	1	1	0	2	3	3	5	1	4	1	22
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	4	3	0	7
CITY CODE VIOLATION	0	6	1	1	1	3	4	12	10	13	17	5	81
COMPUTER CRIME	0	0	0	0	0	0	1	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	5	2	4	6	13	12	13	12	8	7	5	100
CROSSING GUARD	0	0	1	2	1	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	3	1	3	5	1	1	3	0	4	2	25
DISORDERLY PERSONS	0	22	14	6	7	14	14	26	27	31	15	29	225
DOG SEIZURE	0	0	0	0	0	0	3	1	1	1	0	0	6
DOMESTIC	0	36	11	11	12	16	29	25	27	39	40	44	310
DOOR UNLOCKING	0	2	3	2	9	10	23	26	25	16	18	8	167
DRUG INVESTIGATION	0	5	3	2	4	13	20	28	21	13	11	9	144
DWI / IMPRD / DRUGS	0	3	4	1	1	0	0	0	0	0	4	8	21
EMOTIONALLY DISTRBD PERSON	0	6	5	3	3	12	14	19	23	16	13	20	148
ENDANGERING WELFARE	0	1	0	0	0	0	0	0	1	0	0	0	2

FINGERPRINTING	0	0	0	0	0	0	19	66	46	33	10	6	3	1	187
FIRE	0	0	1	1	1	1	1	1	2	4	0	4	3	2	19
FOOT PATROL	0	145	127	49	0	27	64	45	45	73	28	7	82	138	785
FORGERY	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
FRAUD	0	0	1	0	0	2	4	6	6	3	1	3	4	0	24
HARASSMENT	0	8	6	3	4	8	16	23	23	24	27	32	27	26	204
INSECURE PROPERTY	0	24	32	5	0	5	12	6	6	12	5	4	8	16	129
JUVENILE	0	3	3	0	3	12	13	13	13	17	20	10	7	14	115
LARCENY	0	7	3	1	6	26	38	37	37	37	25	18	14	7	219
LOST AND FOUND	0	5	17	5	12	21	33	35	35	24	34	13	9	7	215
M/V ACCIDENT	0	3	5	1	14	26	52	81	81	93	61	34	17	10	397
M/V OFFENSE	0	7	2	1	0	1	5	11	11	5	10	11	20	10	83
M/V THEFT	0	0	1	0	0	0	0	1	1	0	1	0	0	0	3
MARIHUANA INVST	0	1	0	0	0	1	0	0	0	1	1	1	3	2	10
MEDIATION-NO OFFENSE	0	3	1	0	2	3	7	6	6	5	0	4	0	2	33
MISC CALLS	0	21	22	6	11	42	41	58	58	70	71	56	63	50	511
MISC OFFENSES	0	7	1	1	0	8	14	10	10	14	15	4	4	4	82
MISSING PERSON	0	0	0	0	3	2	2	1	1	2	2	4	2	6	24
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	2	0	0	1	4	7	17	17	11	12	13	10	5	82
NOISE VIOLATION	0	73	36	9	6	5	15	15	15	26	32	28	87	92	424
OPEN CONTAINER	0	2	0	0	0	0	0	0	0	0	0	0	0	2	4
OUTSIDE AGENCY ASSIST	0	8	8	1	1	9	11	7	7	7	6	4	12	12	86
PARKING VIOLATIONS	0	7	1	2	4	7	16	20	20	14	6	7	4	1	89
PAROLE NOTIFICATION	0	0	0	0	4	25	16	17	17	6	0	0	0	0	68
PRISONER TRANSPORT	0	0	1	0	3	29	13	9	9	8	5	8	6	0	82
PROPERTY RETRIEVAL	0	1	0	0	1	7	9	13	13	18	16	13	15	6	99
REPOSESSION	0	0	0	1	0	0	0	0	0	0	2	0	1	0	4
ROBBERY	0	0	1	0	0	0	0	1	1	0	0	0	0	0	2
SAFE SCRIPTS PROGRAM	0	0	0	0	0	7	13	10	10	12	0	0	0	0	42
SERVICES	0	4	4	3	7	49	23	23	23	24	11	5	9	8	170
SEX CRIMES	0	1	0	0	0	2	8	11	11	5	7	6	2	1	43
SEX OFFNDR REGISTRATION	0	0	0	0	1	48	30	13	13	15	3	1	0	1	112

SICK LEAVE	0	3	9	20	14	8	15	14	38	20	8	4	10	163
SUSPICIOUS ACTIVITY RPT	0	29	27	11	5	8	12	14	17	12	11	28	33	207
TRAFFIC DETAIL	0	0	0	0	0	0	0	1	1	1	2	11	2	18
TRAFFIC STOP	0	140	83	16	2	11	46	38	45	41	38	275	266	1001
TRESPASSING	0	10	15	2	6	7	14	17	14	14	17	10	22	148
WARRANT	0	4	1	3	1	3	6	5	7	8	1	6	2	47
WELFARE CHECK	0	39	22	10	12	30	70	71	51	54	68	83	59	569
<b>Totals:</b>	0	731	547	217	276	776	981	944	980	784	664	1060	1007	8967

**CONTRACT FOR ASSESSMENT SERVICES**

**THIS AGREEMENT** made this            day of            , 2020

**BETWEEN:**            **CLINTON COUNTY**, a municipal corporation with offices located at 137 Margaret Street, Plattsburgh, New York, (hereinafter referred to as the "County");

and

**CITY OF PLATTSBURGH**, a municipal corporation with offices located at 41 City Hall Place, Plattsburgh, New York, (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the City has a duly appointed City Assessor, who is employed by the City; and

**WHEREAS**, RPTL 1537 of the Real Property Tax Law ("RPTL") authorizes municipalities with the power to assess real property ("Assessing Unit") to enter into an agreement with a county for appraisal services, assessment services and exemption services, provided that the Assessing Unit has adopted a resolution subject to permissive referendum to enter such an agreement; and

**WHEREAS**, the City is a Assessing Unit as defined in the RPTL, and a municipal corporation as defines in Article 5G of the General Municipal Law; and

**WHEREAS**, the City has duly adopted a resolution pursuant to RPTL 1537 § (1)(b) authorizing the City to enter into such an agreement with the County of Clinton for operation of an assessment office and to perform assessment services; and

**WHEREAS**, the County Legislature has duly adopted Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ authorizing the County Administrator to enter into and execute an agreement with the City to operate an assessment office and to perform assessment services for the City;

**WHEREAS**, the County Real Property Tax Service Office has the ability to perform assessment services for the City;

**WHEREAS**, the City has requested that the County enter into a "joint services" with the City for purposes of Article 5G of the General Municipal Law through its Real Property Tax Service Office to provide assessment services for the City, and the County is willing to provide such services for the City for the years 2021, 2022, and 2023.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.        The City hereby hires and retains the County to provide assessment services to the City, and the County agrees to provide assessment services to the City, in the manner provided by Real Property Tax Law, Section 1537. The County will

provide staff to perform such services and a person shall be deemed the assessor of the City (Designated Assessor”) and shall be subject to all provisions of law pertaining to assessors. Any person designated by the County to perform these services will be approved by resolution, by the City.

In the event that the designated assessor is unable to perform his or her duties, the City shall appoint an acting assessor as stipulated in the Real Property Tax Law, Section 314. Such appointment shall be from the County's qualified staff.

2. A copy of the Agreement shall be filed by the County with the New York Office of Real Property Services on or before the taxable status date of the first assessment role to which it is to apply.

3. The term of this agreement shall be from January 1, 2021 through December 31, 2023.

4. The City agrees to provide the County with access to all historical City assessment records and information, and any and all other records and information now within the City files, as required by the Designated Assessor in the performance of the assessing services to be performed under this agreement. Such assessment records shall remain the property of the City and will be housed within the County for the duration of this agreement, however, other City Departments will be provide with access and/or electronic copies of these City records by the County upon their reasonable request.

5. The Designated Assessor shall be one full-time County employee. In addition to the Designated Assessor, the County will provide two (2) full-time Assessment Control Examiners (“ACE”) who shall also be employed by the County. The County may provide such additional services and personnel, including oversight by the County Director and support staff, as it deems necessary, in its sole discretion. The descriptions of Assessment Services provided by the County to the City, to be performed by the County, are summarized in the annexed Schedule B.

6. The City will not provide any employees pursuant to this agreement.

7. The City agrees to provide access to all technology and electronic resources currently utilized and located in the City Assessor’s Office.

8. It is the intent of the parties to this agreement to regularly conduct an assessment update and to further maintain said updates at a percentage equalization rate as updates are accomplished.

9. It is the intent of the parties to this agreement to participate in and cooperate with any or all revaluations or updates that the County or City coordinates. However, the expense of any City-wide revaluation during this agreement shall not be borne by the County.

10. It is understood that all exemption services, the administration of real property exemptions and office operations are the sole responsibility of the County.

11. It is further understood that the City shall be solely responsible for the appointment of persons to serve on the City's Board of Assessment Review as well as for all costs associated with the conduct of such Board in the performance of all of its functions, including its administrative review of assessment grievances in the City.

12. In consideration for the services provided by the County to the City, as set forth above and as more particularly described in the attached Schedule B, the City agrees to pay the County the fees per parcel as set forth in the attached Schedule A.

13. Absent a specific written agreement with the County and /or Plattsburgh City School District, the City shall be solely responsible for all costs and expenses, including but not limited to attorney's fees and professional appraisal costs arising out of the assessment services provided by the County under this agreement, including small claims proceedings, Article 7 proceedings, Article 78 proceedings, and any other litigation in any court or before any administrative agency arising out of the assessment services provided by the County.

14. In addition to the sums to be paid to the County pursuant Schedule A of this agreement, the County agrees to be solely responsible for payment of all expenses, costs and charges incurred by the County in the performance of this agreement on behalf of the City, including but not limited to charges for mileage, telephone, photocopying, postage and other similar charges.

15. The City agrees to defend, indemnify, and save harmless the County from any and all claim(s) arising out of services performed in furtherance of this agreement, including those specifically arising out of negligent acts or omissions of City officers, employees, and agents (if applicable) including any costs for legal services and the defense of any said claims. Absent a specific written agreement with the County and/or the Plattsburgh City School District, the City shall control the retention of counsel and experts, and all litigation costs shall be borne solely by the City.

16. The financial disclosure form required by RPTL § 336 shall be filed with the Clinton County Board of Ethics by the Designated Assessor.

17. The County and the City agree that if private or public grants or other financial assistance becomes available as a result of the parties entering this Agreement, including but not limited to a qualified shared services payment, all such benefits shall be shared equally by the County and the City.

18. It is intended by both the City and the County that the County's status is that of an independent contractor, and that nothing in this agreement shall be construed to create an employer/employee relationship between the City and the County.

19. Notwithstanding any other provisions of this agreement, either party may elect to terminate this agreement upon sixty (60) days written notice to the other party with the annual fee pro-rated as of the effective date of termination.

20. The City agrees to the Maintenance of a System of Improved Real Property Tax Administration (i.e. Cyclical Aid System) as outlined in Real Property Tax Law (RPTL) Section 1573. The County agrees to assist in the preparation of all

applications for Maintenance Aid and make every possible effort to assure the City qualifies for available payments. Notwithstanding paragraph 17 above, the Maintenance Aid monies are not to be shared with the County.

21. The City and the County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. The City and the County warrant that they are in compliance with the Americans with Disabilities Act and will, in carrying out the requirements of this contract; comply in all respects with provisions of the Act and its implementing regulations.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

Contract for Assessment Services – City of Plattsburgh

**Signatures**

**City of Plattsburgh:**

\_\_\_\_\_  
Colin Read  
Mayor

\_\_\_\_\_  
Date

**Real Property**

\_\_\_\_\_  
Martine M. Gonyo  
Director of Real Property

\_\_\_\_\_  
Date

**Certificates of Insurance Approved:**

\_\_\_\_\_  
Kimberly M. Kinblom  
Deputy County Administrator

\_\_\_\_\_  
Date

**County Attorney:**

\_\_\_\_\_  
Jacqueline M. Kelleher, Esq.

\_\_\_\_\_  
Date

**Chairperson, Clinton County Legislature:**

\_\_\_\_\_  
Mark R. Henry

\_\_\_\_\_  
Date

## SCHEDULE A

In consideration of the assessment services to be provided by the County, the City of Plattsburgh agrees to pay the County for each parcel contained in the completed final assessment roll, with the total amount of parcels for the year, the following amount for the 2021 roll year:

\$24.51 per parcel multiplied by each parcel contained in the completed final assessment roll, with the total amount, for that year parcels for a total annual payment for the 2021 roll year. The City shall make this payment to the County within 30 days receipt of a County invoice.

In the event the number of parcels is increased or decreased in the second year of the term of this agreement as documented in the completed final assessment roll, the annual payment will be adjusted accordingly utilizing the same calculation set forth above.

The \$24.51 per parcel was calculated based on the County employees hired due to agreement with the City that require full employee benefits, including family health insurance coverage. In the event the family health care insurance, other employee benefits, or office equipment are not required for the County employees, the fee per parcel will be reduced accordingly. Additionally, in the event that other municipalities convert to full assessing the net additional revenue from those conversions shall be credited to the City of Plattsburgh expense calculations to reduce the per parcel rate accordingly.

For the second (2022) year of the term:

\$25.73 per parcel multiplied by each parcel contained in the completed final assessment roll with the total amount for that year's parcels. The City shall make this payment to the County within 30 days receipt of a County invoice.

In the event the number of parcels is increased or decreased in the second year of the term of this agreement, or in subsequent years, as documented in the completed final assessment roll, the annual payment will be adjusted accordingly utilizing the same calculation set forth above.

The \$25.73 per parcel was calculated based on the County employees hired due to agreement with the City that require full employee benefits, including family health insurance coverage. In the event the family health care insurance, other employee benefits, or office equipment are not required for the County employees, the fee per parcel will be reduced accordingly. Additionally, in the event that other municipalities convert to full assessing the net additional revenue from those conversions shall be credited to the City of Plattsburgh expense calculations to reduce the per parcel rate accordingly.

For the third (2023) year term:

\$26.51 per parcel multiplied by each parcel contained in the completed final assessment roll, with the total amount, for that year's parcels. The City shall make this payment to the County within 30 days receipt of a County invoice.

In the event the number of parcels is increased or decreased in the third year of the term of this agreement, or in subsequent years, as documented in the completed final assessment roll, the annual payment will be adjusted accordingly utilizing the same calculation set forth above.

The \$26.51 per parcel was calculated based on the County employees hired due to agreement with the City that require full employee benefits, including family health insurance coverage. In the event the family health care insurance, other employee benefits, or office equipment are not required for the County employees, the fee per parcel will be reduced accordingly. Additionally, in the event that other municipalities convert to full assessing the net additional revenue from those conversions shall be credited to the City of Plattsburgh expense calculations to reduce the per parcel rate accordingly.

City of Plattsburgh to provide at their expense: fees as described in paragraphs 13, 14, 15.

## SCHEDULE B

### ASSESSMENT SERVICES TO BE PROVIDED BY THE COUNTY OF CLINTON

The Clinton County Real Property Tax Service Office will designate a person to act as the City's assessor ("Designated Assessor"), pursuant to the agreement between the City and the County, who shall meet the minimum qualification, training and certification requirements established by the New York State Board of Real Property Services for assessors at 9 NYCRR Part 188.

The Designated Assessor shall review building permits, new construction, demolitions and real property sales, and conduct such field reviews of properties, so as to inventory and value each parcel of real property in the City as of the taxable status date.

The Designated Assessor will timely prepare, file and verify the tentative and final assessment rolls of the City, and cause notice thereof to be published and posted as required by law. With regard to the administrative review of assessments by the City's Board of Assessment Review, the Designated Assessor will receive assessment grievances and complaints from property owners and transmit same to the City's Board of Assessment Review and will attend scheduled hearings before the Board. The Designated Assessor will make all changes in assessments as may be directed by said Board.

All exemption, description, valuation and related data entry, together with the timely processing of assessment/taxable status notices for property owners, will remain the sole responsibility of the County's assessment staff.

The Designated Assessor shall review applications for exemption and determine the eligibility of the applicants for such exemptions. In any administrative or judicial proceeding to review an assessment in which the denial of an exemption is at issue, the Designated Assessor shall provide such testimony and other evidence as may be necessary to defend the denial of exempt status.

The Designated Assessor shall prepare for, attend, appear and represent the City in all Small Claims Assessment Review (SCAR) proceedings, including but not limited to hearings before appointed hearing officers.

The Designated Assessor shall cooperate with and provide documentation and assistance to the attorneys who represent the city in all on-going and future tax certiorari proceedings, in the State Supreme Court, as well as any appraisers and their experts retained in connection with those proceedings, and in any subsequent appellate proceedings. The Designated Assessor shall cooperate and participate in the negotiation of settlements of those proceedings, including attendance at settlement conferences and shall provide recommendations to the appropriate Board, including the Common Council, with regard to the approval of negotiated settlements.

The Designate Assessor shall prepare, file and verify all City special district assessment

rolls and outside user rolls.

The Designated Assessor shall prepare and maintain such information as may be required for the preparation, administration, enforcement and appeal of Payments in Lieu of Taxes (PILOTS).

The Designate Assessor or County Director shall attend City Common Council meetings when so requested by the Mayor.

The Designated Assessor will meet personally with property owners on an as needed basis and by appointment.

If the Designated Assessor is temporarily unavailable, an employee from the County Real Property Office will fill in as the temporary representative.

The Designated Assessor shall be one full-time County employee. In addition to the Designated Assessor, the County will provide two (2) full-time Assessment Control Examiners ("ACE") who shall also be employed by the County. The County may provide such additional services and personnel, including oversight by the County Director and support staff, as it deems necessary, in its sole discretion.

## **COMPENSATION AND BENEFIT POLICY FOR ALL MANAGERS OF THE CITY OF PLATTSBURGH**

This Compensation and Benefit Policy for Managers shall replace and supersede all prior resolutions, policies, procedures, salary schedules, promises and agreements containing the terms and conditions of employment of Managers hired by the City of Plattsburgh. No City representative shall have the authority to offer any Manager any benefit not consistent with this policy. This policy may be modified or revoked by the Common Council at any time.

### APPLICATION OF THIS POLICY

This Compensation and Benefit Policy for Managers shall apply to all full time employees of the City of Plattsburgh occupying titles not represented by a recognized or certified employee organization as that term is defined in NYS Civil Service Law Article 14 (hereafter "Managers"). This Policy replaces and supersedes the Level 1 Manager Agreements as well as the salary and manager benefits for the managers in the Police Department, Fire Department and Building Inspector's Office. This Compensation and Benefit Policy shall not apply to part time, seasonal and temporary employees or elected officials.

### MANAGER EMPLOYMENT

Managers shall at all times perform all of the duties required of their position as set forth in the applicable civil service job description to the best of their ability. In carrying out their duties and responsibilities, the Manager shall comply with all city policies, procedures, rules and regulations, both oral and written.

### WAGES

There shall be no salary schedule for Managers and the salary of each Manager shall be set by the City every year. At the time of hire of a Manager, the Manager's salary shall be determined by the Mayor, subject to confirmation by the Common Council. Annually, the Mayor shall recommend a salary for each Manager for the following year in his proposed budget. The Common Council shall set the salary of each Manager as part of the budget approval process. There shall be no salary schedule for Managers and Managers shall not receive any longevity payments.

Salaries shall be paid bi-weekly and shall be subject to mandatory employment deductions.

### VACATION

(A) Managers covered by this policy shall be entitled to 10 working days' vacation during each of their first five years of continuous service. After five years of continuous service, such Managers

shall be entitled to 15 working days of vacation. After 10 years of continuous service, such Managers shall be entitled to 20 working days' vacation. After 20 years of continuous service, such Managers shall be entitled to 25 working days' vacation

(B) Vacations shall be taken in the year during which the Manager becomes entitled thereto, and no part of such vacation leave in excess of 5 days may be carried over to the following year without the prior written consent of the Mayor, which consent shall be requested prior to the first day of January of the year into which the vacation leave is to be carried over.

(C) Managers covered by this policy shall receive payment for no more than 5 unused vacation days upon separation.

(D) A Manager hired after January 1, during any given calendar year, will initially receive a prorated amount of vacation days to be used that calendar year based upon the number of days remaining in the calendar year in which he or she is hired. The following January 1, and every January 1 thereafter, a full year's worth of vacation credits shall be allotted based upon the Manager's length of service.

#### SICK LEAVE

(A) A Manager covered by this policy shall be granted 12 working days per year of sick leave. The Mayor may require a physician's certificate for any absence of more than 2 consecutive days. Should the Manager fail to produce such a certificate when required by the Mayor, the Manager shall not be permitted to charge sick leave for the absence.

(B) A Manager may accumulate up to a total of 60 days of sick leave.

(C) Sick leave shall for all purposes be considered as continuous service, but, in the event of termination or separation of employment for any reason, unused and accumulated sick leave shall be cancelled.

(D) No payment of unused and accumulated sick leave will be made.

(E) A Manager hired after January 1, during any given calendar year, will initially receive a prorated amount of sick leave to be used that calendar year based upon the number of days remaining in the calendar year in which he or she is hired. The following January 1, and every January 1 thereafter, a full year's worth of sick leave shall be allotted.

(F) In the event of a death in the immediate family of an Manager (defined herein as the: spouse, parents, stepparents, children, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, step-brothers, step-sisters, half-brothers, half-sisters), the Manager shall be granted three (3) consecutive work days' leave of absence with pay for the days

he/she would otherwise have worked to make household adjustments or arrange to attend funeral services. The Mayor may require proof of death and/or proof of relationship.

(G) A Manager shall be entitled to a one (1) day leave of absence with pay to attend funeral services in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. The Mayor may require proof of death and/or proof of relationship.

#### MILEAGE

Managers required to use private motor vehicles for city business will be reimbursed for mileage at the then current IRS rate.

#### HOLIDAYS AND PERSONAL LEAVE

(A) All Managers covered by this policy shall be entitled to receive time off for each of the following 12 holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

(B) All Managers covered by this policy shall be entitled to (2) days of personal leave per year which shall not carry over to the following year. Use of such personal leave shall be subject to written approval by the Mayor, which approval shall not be unreasonably withheld. Upon separation, no payment of unused and accumulated sick leave will be made. A Manager hired after January 1, during any given calendar year, will initially receive a prorated amount of personal leave to be used that calendar year based upon the number of days remaining in the calendar year in which he or she is hired.

#### RETIREMENT HEALTH INSURANCE

(A) To be eligible for City provided health insurance during retirement, a Manager must retire pursuant to the rules and regulations of the applicable NYS retirement system, have 20 years of service credit with the City and have reached age 55 prior to retirement from the City. The City

will provide single, two-person, or family coverage until the Manager becomes eligible for Medicare or the death of the Manager, whichever shall first occur, at which time the City will no longer provide any coverage to the Manager, his/her spouse or any dependents. Notwithstanding the foregoing, the spouse of an eligible retiree shall only receive coverage until the spouse becomes eligible for medicare or the death of the retiree, whichever shall occur first, at which time the City will no longer provide coverage.

(B) Managers that qualify for retiree health insurance as set forth above, shall contribute toward the applicable healthcare premium at the same rate as such Manager contributed as an employee at the time of his retirement.

(C) The City shall determine the plan or plans to be made available to retirees.

#### ACTIVE MANAGER HEALTH INSURANCE

(A) The City will provide health insurance coverage to Managers, their spouses, and/or their dependents. Managers shall contribute 22.5% of the applicable health insurance premium through payroll deduction. The City shall determine the plan or plans to be made available to Managers.

(B) Managers who opt out of the City's health insurance program shall receive \$1000 if eligible for individual coverage, \$2000 if eligible for two-person coverage, or \$2500 if eligible for family coverage, payable the first pay period in December. Those opting out must provide proof of alternative coverage. The decision to opt out shall be made by November 30 of the year preceding the opt-out year.

(C) The City will provide health insurance coverage to the verified domestic partner of a Manager under the same conditions that the City provides such coverage to the domestic partners of other employees.

#### CLOTHING ALLOWANCE

Managers covered by this policy, other than Managers of the police and fire departments, will not receive a clothing allowance. Managers of the police and fire departments covered by this policy shall receive the same clothing allowance as the employees they supervise receive pursuant to the applicable collective bargaining agreement.

#### JURY DUTY

Managers covered by this policy shall be granted the necessary time off, with pay, to perform jury duty. Managers serving jury duty shall report to work if excused from service prior to noon.

#### EFFECTIVE DATES

This policy shall be effective December 31, 2020.