1. Agenda

   Documents:

   AGENDA 01-30-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 01-30-20.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
January 30, 2020
5:30 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Paul DeDominicas (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 January 23, 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, DeDominicas, McFarlin, Moore
****
2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending January 29, 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, DeDominicas, McFarlin, Moore
****
3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for the week of January 21-27, 2020
- Report from the Building Inspector's office for the week of January 22-28, 2020
- Reports from the Police Department for the date range of January 19 - 26, 2020
- Minutes from the Public Safety Committee meeting held on January 23, 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 DeDominicas

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, DeDominicas, McFarlin, Moore

****

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending January 31, 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, DeDominicas, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

_____

****

7. OTHER ITEMS:

A. RESOLVED: In accordance with the request therefore the Common Council approves the execution of the agreement for the sale of Niagara Project wholesale power and energy and authorizes the Mayor to sign the resolution. This Resolution will take effect immediately.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____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

****

B. RESOLVED: In accordance with the request therefore the Common Council approves the Mayor be authorized to sign Change Order No. 1 to the "Asbestos Abatement and Demolition of Plattsburgh Municipal Lighting Department (PMLD) Buildings" contract with Ormsby Trucking and Excavating in the amount of $1,500.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

C. RESOLVED: In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign Change Order No. 2 to the "Asbestos Abatement and Demolition of Plattsburgh Municipal Lighting Department (PMLD) Buildings" contract with Ormsby Trucking and Excavating in the amount of $15,991.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

D. RESOLVED: In accordance with the request therefore the Common Council adopts the bond resolution authorizing $819,000 of debt to be issued by the City on behalf of the Water Fund to provide funding for the capital project H8320-80, 2020 Water System Improvements.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

E. RESOLVED: In accordance with the request therefore the Common Council approves a 5 year contract with Otis Elevator for maintenance of the elevator at 217 Sharron Ave. as outlined in the contract for a monthly fee of $288 a month.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

F. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid #2020-2-1 "Propane Operated Forklift". Bid opening date is March 10, 2020 at 11 am in the Common Council Chambers.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

G. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid #2020-2-2 "Natural Gas Operated Power Generator". Bid opening date is March 17, 2020 at 11 am in the Common Council Chambers.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

H. RESOLVED: In accordance with the request therefore the Common Council approves MLD to write-off the following unpaid final bills from:

1. August 2018 in the total amount of $3,378.55. The percentage of write-offs for this period is .26%. The recovered amount for this period is $2,536.29.
2. September 2018 in the total amount of $2,650.41. The percentage of write-offs for this period is .22%. The recovered amount for this period is $431.16.
3. October 2018 in the total amount of $1,735.51. The percentage of write-offs for this period is .13%.

The recovered amount for this period is $300.86.

4. November 2018 in the total amount of $1,252.70. The percentage of write-offs for this period is .08%. The recovered amount for this period is $1,190.95.
5. December 2018 in the total amount of $1,562.56. The percentage of write-offs for this period is .07%. The recovered amount for this period is $1,044.43.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

I. ACCEPTING FINAL GENERIC ENVIRONMENTAL IMPACT STATEMENT FOR DOWNTOWN AREA IMPROVEMENT PROJECTS AND AUTHORIZING PUBLIC NOTICES IN ACCORDANCE WITH REQUIREMENTS OF STATE ENVIRONMENTAL QUALITY REVIEW

WHEREAS, the City of Plattsburgh revitalization efforts will involve several downtown area improvement projects (collectively the "Projects"); and

WHEREAS, the Plattsburgh Common Council ("Common Council") determined that the Projects collectively are a Type I Action pursuant to the State Environmental Quality Review Act (SEQRA), identified the potential Involved Agencies under SEQRA and was duly designated as SEQRA Lead Agency with consent of the Involved Agencies; and

WHEREAS, the Common Council determined to conduct comprehensive review of the Projects through preparation of a Generic Environmental Impact Statement (GEIS) pursuant to SEQRA and Section 617.10 of the implementing Regulations set forth at Title 6 of the New York Compilation of Codes, Rules and Regulations (NYCRR); and

WHEREAS, The Chazen Companies (Chazen) prepared a Draft Scoping Document pursuant to 6 NYCRR Section 617.8 and the Common Council, as SEQRA Lead Agency, provided a copy of the Draft Scope to all Involved Agencies, made it available to any individual or SEQRA Interested Agency that expressed an interest in writing to the Lead Agency and provided both a period of time for the public to review and provide written comments on the Draft Scope and a public scoping session to provide for public input; and

WHEREAS, a Final Scoping Document was accepted by the Common Council and Chazen prepared a Draft GEIS ("DGEIS") in accordance with the Final Scoping Document to assess the potential impacts of the Projects, and the DGEIS was accepted as complete for public review by the Common Council on November 21, 2019; and

WHEREAS, the DGEIS and Notice of Completion were duly circulated to all SEQRA Involved and Interested Agencies; the DGEIS was posted on the City's website and a Notice of Acceptance of Draft

GEIS and Public Hearing was published in the Environmental Notice Bulletin (ENB) on December 4, 2019; and

WHEREAS, a public hearing on the DGEIS was held on December 9, 2019 and written comments on the DGEIS were accepted by the Common Council, as Lead Agency, until December 23, 2019; and

WHEREAS, a Final GEIS ("FGEIS") has been prepared which includes, among other things, responses to comments on the DGEIS; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Common Council hereby accepts and approves the FGEIS.
2. The City Clerk is authorized and directed to file and publish a Notice of Completion of FGEIS, and file and provide copies of the FGEIS as required by SEQRA.
3. Copies of the FGEIS will be available for inspection at the City Clerk's Office, Plattsburgh City Hall, 41 City Hall Place, Plattsburgh, New York and on the City's website at https://www.cityofplattsburgh-ny.gov/604/DRI-Environmental-Impact-GEIS.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

J. Whereas citizen advisory committees are a valuable means of enhancing the exchange of ideas between City residents and the City of Plattsburgh Common Council; and

Whereas advisory committees are able to focus on a single issue, and are able to provide, through research, recommendations to the Common Council in a timely fashion; and

Whereas, a majority of City residents, including college students, either rent or lease their living space; and

Whereas, the Livable Community Advisory Committee has recommended a careful study of landlord and tenant relations, as well as a review of the City's enforcement of building code compliance within commercial rental properties.

NOW THEREFORE, Be It Resolved that the Common Council establishes a Landlord/Tenant Committee ("Committee"). The purpose of the Committee is to research and review the issues and problems related to the ownership, regulation, and residence within commercial rental properties. Upon identifying issues and problems, the Committee will seek to compile a list of potential solutions that could enhance the safety, aesthetics, economics, and livability in the ownership, regulation and residence within commercial rental properties within the City; and it is further

RESOLVED, that members of the Committee, per the nominations and selections below, will be approved by the Common Council. Each Committee member will be appointed for a three-month term and will serve without compensation. The Committee shall include the following representatives:

a. Two City Councilors nominated by the Common Council and the Mayor, as ex officio.
b. Two property owners or managers who provide commercial rental spaces.
c. Two tenants who rent residential spaces.
d. Two members-at-large who will provide valuable insight with respect to quality of life, business operations, or livability concerns.

RESOLVED, that the Committee shall vote to elect their Chair and Vice Chair and shall establish their agenda and schedule for meetings at their first meeting; and it is further

RESOLVED, that the Committee shall comply with the New York Open Meetings Law and the New York Freedom of Information Act; and it is further

RESOLVED, that at the conclusion of the three month period, or sooner if appropriate, the Committee will present their research, findings, advice and proposed solutions to the Common Council at which point the Committee will be disbanded.

THE GOVERNANCE, STRATEGY & CITY OPERATIONS COMMITTEE SELECTS 9 MEMBERS (LISTED BELOW) TO SERVE A 3 MONTH TERM ON THE LANDLORD/TENANT ADVISORY COMMITTEE TO BEGIN ON FEBRUARY 6, 2020 AND EXPIRING MAY 6, 2020:

Councilor Mike Kelly, Council member
Councilor Jeff Moore, Council member
Kye Ford, Landlord
Carol Klepper, Landlord
Shelise Marbut, Tenant
Emily Stacey, Tenant
Bob Smith, member at large
Art de Grandpré, member at large
Mayor Colin Read, ex-officio

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

8. TRAVEL REQUEST:

A. RESOLVED: In accordance with the request therefore the MLD Board approves MLD Travel Requests for 2020:

1. Line Helper A and Line Helper B to attend the required 1st year of Lineman Training to be held in Fairport, NY at an estimated cost of $3,025 each for the following travel dates; April 13-17, 2020, May 11-15, 2020, August 30-September 4, 2020 and September 28- October 2, 2020. Total $6, 050.00.

2. Garrett Mastic to attend Battery Maintenance and Testing to be held at Valley Forge, PA from September 13-17, 2020, at $1,505.00 for the class and travel expense of $1,120.00. Total $2,625.00.

3. Finance Officer Kelly Clookey to attend the Accounting & Finance Workshop in East Syracuse, NY from November 17-19, 2020. Total $490.

4. Bill Treacy to attend the following meetings:

Semi-Annual MEUA Meeting	East Syracuse, NY	April 21-23, 2020	total $ 490
Annual MEAU Meeting	Celoron, NY	August 25-28, 2020	total $1000.00
Engineering Workshop	East Syracuse, NY	December 15-17, 2020	total $ 490
Annual NYMPA Mtg	East Syracuse, NY	May 26-27, 2020	total $ 60
Semi-Annual NYMPA Mtg	East Syracuse, NY	October 27-28, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	February, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	March, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	April, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	May, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	June, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	July, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	August, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	September, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	November, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	December, 2020	total $ 60

Total $ 2,700.00

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

****

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

****

10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

_____

****

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

DISCOVER
Plattsburgh

Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawlisss@cityofplattsburgh-ny.gov

MEMO

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

FROM: Fire Chief, Scott Lawliss

DATE: January 28, 2020

RE: Fire and Ambulance Responses

For this week's period: Tuesday, January 21, 2019 to Monday, January 27, 2020
our Department has responded to the following:

Fire Calls **14**

1 excessive heat/scorch burns
1 smoke / odor removal
8 alarm activations with investigation of cause
4 EMS initiated patient care prior to transport ambulance

Ambulance Calls **56**

Mutual Aid by CVPH **15**

DEPARTMENT: Building Inspector

REPORTING PERIOD: 01/22/20 TO 01/28/20

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
PARKING	2
SNOW	8
DEPARTMENT TOTALS	10
REPORT TOTALS	10

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

DEPARTMENT: Building Inspector — REPORTING PERIOD: 01/22/20 TO 01/28/20

REFERENCE	LOCATION / CASE / COMPLAINT/VIOLATION	COMMENT	AREA / SOURCE	RESPONSIBLE PARTY / SEVERITY	CREATED / COMPLIED
1922	105 OAK ST			BRUCE KINGSBURY / 0	01/22/2020

VIOLATION: SNOW — SEVERITY: 0 — AREA: — COMPLY BY: — COMPLIED: 6 DAYS OPEN

SNOW ON SIDEWALK AT THIS PROPRTY NOT CLEARED FOR PEDESTRIAN PASSAGE.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	NEW		01/23/20		
NOTICE	NOTICE	NEW	LETTER	01/23/20		
RE INSPECT	INSPECTION	NEW		01/23/20		
TO DPW	OTHER	NEW		01/23/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	01/23/20	01/23/20		.00
COMPLAINT	NICK WALKER	01/23/20	01/23/20		.00

COMPLAINT/VIOLATION TOTALS .00

REFERENCE	LOCATION / CASE / COMPLAINT/VIOLATION	COMMENT	AREA / SOURCE	RESPONSIBLE PARTY / SEVERITY	CREATED / COMPLIED
1929	118 BRINKERHOFF ST		EMAIL	SCOTT CAMPBELL / 0	01/28/2020

VIOLATION: SNOW — SEVERITY: 0 — AREA: — COMPLY BY: — COMPLIED:

SIDEWALK NOT CLEAR OF ICE/SNOW FOR PEDESTRIAN TRAVEL

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	NEW		01/29/20		
NOTICE	NOTICE	NEW	LETTER	01/29/20		
RE INSPECT	INSPECTION	NEW		01/29/20		
TO DPW	OTHER	NEW		01/29/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	01/29/20	01/29/20		.00
COMPLAINT	JIM WELCH	01/29/20	01/29/20		.00

COMPLAINT/VIOLATION TOTALS .00

REFERENCE	LOCATION / CASE / COMPLAINT/VIOLATION	COMMENT	AREA / SOURCE	RESPONSIBLE PARTY / SEVERITY	CREATED / COMPLIED
1928	20 BRINKERHOFF ST		EMAIL	HEART OF GOLD STREET LTD / 0	01/24/2020

VIOLATION: SNOW — SEVERITY: 0 — AREA: — COMPLY BY: — COMPLIED: 4 DAYS OPEN

SNOW NOT CLEARED FROM SIDEWALK

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	NEW		01/25/20		
NOTICE	NOTICE	NEW	LETTER	01/25/20		
RE INSPECT	INSPECTION	NEW		01/25/20		
TO DPW	OTHER	NEW		01/25/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT		01/25/20	01/25/20		.00
COMPLAINT		01/25/20	01/25/20		.00

DEPARTMENT: Building Inspector

REPORTING PERIOD: 01/22/20 TO 01/28/20

REFERENCE	LOCATION / CASE / COMPLAINT/VIOLATION	COMMENT	AREA / SOURCE	RESPONSIBLE PARTY / SEVERITY	CREATED / COMPLIED
	COMPLAINT/VIOLATION TOTALS			.00	

1926 22 BROAD ST — HILZACK — 01/23/2020

EMAIL AREA: 0

VIOLATION	SEVERITY	COMPLY BY	COMPLIED	
SNOW	0			5 DAYS OPEN
SNOW NOT CLEARED FROM SIDEWALK				

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	DONE		01/24/20		01/23/20
NOTICE	NOTICE	DONE	LETTER	01/24/20		01/23/20
RE INSPECT	INSPECTION	DONE		01/24/20		01/24/20
TO DPW	OTHER	NEW		01/24/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	01/24/20	01/24/20		.00
COMPLAINT	JIM WELCH	01/24/20	01/24/20		.00

COMPLAINT/VIOLATION TOTALS .00

1925 32 BROAD ST — WILSON PROPERTY HOLDINGS LLC — 01/23/2020

EMAIL AREA: 0

VIOLATION	SEVERITY	COMPLY BY	COMPLIED	
SNOW	0			5 DAYS OPEN
SNOW NOT CLEARED FROM SIDEWALK				

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	DONE		01/24/20		01/23/20
NOTICE	NOTICE	NEW	LETTER	01/24/20		
RE INSPECT	INSPECTION	DONE		01/24/20		01/24/20
TO DPW	OTHER	NEW		01/24/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	01/24/20	01/24/20		.00
COMPLAINT	JIM WELCH	01/24/20	01/24/20		.00

COMPLAINT/VIOLATION TOTALS .00

1927 41 COUCH ST — OVAL DEVELOPMENT LLC — 01/24/2020

EMAIL AREA: 0

VIOLATION	SEVERITY	COMPLY BY	COMPLIED	
SNOW	0			4 DAYS OPEN
SNOW NOT CLEARED FROM SIDEWALK				

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	DONE		01/25/20		01/24/20
NOTICE	NOTICE	NEW	LETTER	01/25/20		
RE INSPECT	INSPECTION	NEW		01/25/20		
TO DPW	OTHER	NEW		01/25/20		

DEPARTMENT: Building Inspector REPORTING PERIOD: 01/22/20 TO 01/28/20

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

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	01/25/20	01/25/20		.00
COMPLAINT	JIM WELCH	01/25/20	01/25/20		.00

COMPLAINT/VIOLATION TOTALS .00

1924 5114 NO CATHERINE ST — KUHL PROPERTIES — 01/23/2020

EMAIL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	
SNOW	0				5 DAYS OPEN

SNOW NOT CLEARED FROM SIDEWALK

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	DONE		01/24/20		01/23/20
NOTICE	NOTICE	DONE	LETTER	01/24/20		01/24/20
RE INSPECT	INSPECTION	NEW		01/24/20		
TO DPW	OTHER	NEW		01/24/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	01/24/20	01/24/20		.00
COMPLAINT	NICK WALKER	01/24/20	01/24/20		.00

COMPLAINT/VIOLATION TOTALS .00

1923 61 OAK ST — DAVID A KOPITA — 01/22/2020

EMAIL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	
PARKING	0				6 DAYS OPEN
PARKING	0				

PARKING ON LAWN SINCE 1/16/20, HAS NOT MOVED.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPET	INSPECTION	NEW		01/23/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
APPEARANCE TICK	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	01/23/20	01/23/20		.00
COMPLAINT	NICK WALKER				.00

COMPLAINT/VIOLATION TOTALS .00

1930 7 HELEN ST — WILLIAM WELLMAN — 01/28/2020

0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
SNOW	0			

SIDEWALK NOT CLEAR OF ICE/SNOW FOR PEDESTRIAN TRAVEL

DEPARTMENT: Building Inspector REPORTING PERIOD: 01/22/20 TO 01/28/20

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

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INTIAL INSPECTI	INSPECTION	NEW		01/28/20		
NOTICE	NOTICE	NEW	LETTER	01/28/20		
RE INSPECT	INSPECTION	NEW		01/28/20		
TO DPW	OTHER	NEW		01/28/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	01/28/20	01/28/20		.00
COMPLAINT	JIM WELCH	01/28/20	01/28/20		.00
COMPLAINT/VIOLATION TOTALS					.00

DEPARTMENT TOTALS 9 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 01/22/20-01/28/20: 9 CREATED 0 COMPLIED

REPORT TOTALS 9 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 01/22/20-01/28/20: 9 CREATED 0 COMPLIED

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

BLOTTER ACTIVITY REPORT
By Time of Day

FOR DATE RANGE OF 01/19/2020 00:00 TO 01/26/2020 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	0	0	0	0	0	1	1
ABC VIOLATIONS	0	2	0	0	0	0	0	0	0	0	0	0	0	2
ADMINISTRATIVE	0	0	0	0	0	0	0	0	0	0	1	0	0	1
AIDED MEDICAL	0	0	0	0	0	0	0	1	0	0	2	0	0	3
ALARM	0	0	1	0	2	1	2	0	0	0	0	0	1	7
ANIMAL DOMESTIC	0	0	0	0	0	1	0	0	1	1	0	0	0	3
BEAT MONITORING	0	2	0	0	0	0	0	0	0	0	0	0	0	2
BKGRND INVST CIVILIAN	0	0	0	0	16	0	0	0	0	0	0	0	0	16
BURGLARY	0	0	0	0	0	0	0	0	0	0	0	2	0	2
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	0	1	0	1
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CRIMINAL MISCHIEF	0	0	0	0	0	1	1	0	1	0	0	0	0	3
DISORDERLY PERSONS	0	0	0	0	0	0	0	1	0	0	0	0	1	2
DOMESTIC	0	0	1	0	0	0	0	0	0	0	1	0	1	3
DOOR UNLOCKING	0	0	0	0	0	1	1	1	1	1	1	0	1	7
DRUG INVESTIGATION	0	0	0	0	0	0	0	1	0	1	0	0	0	2
EMOTIONALLY DISTRBD PERSN	0	0	1	0	0	1	2	1	0	0	0	1	2	8
FINGERPRINTING	0	0	0	0	0	0	0	2	0	0	1	1	0	4
FOOT PATROL	0	0	0	3	0	0	0	0	0	1	0	1	1	6
FRAUD	0	0	0	0	0	0	1	0	0	0	0	0	0	1
HARASSMENT	0	0	0	0	0	0	0	0	1	0	1	2	1	5
JUVENILE	0	0	0	0	1	0	0	1	0	0	0	0	0	2
LARCENY	0	0	0	0	1	0	1	1	0	0	1	0	0	4
LOST AND FOUND	0	1	1	0	0	0	0	1	0	0	0	0	0	3
M/V ACCIDENT	0	0	0	0	0	1	2	3	4	1	0	0	1	12
M/V OFFENSE	0	0	0	0	0	1	0	0	0	0	0	2	1	4
MEDIATION-NO OFFENSE	0	0	0	0	0	0	1	0	0	0	0	0	0	1
MISC CALLS	0	0	0	0	0	2	1	3	4	3	2	0	0	15

MISC OFFENSES	0	1	0	0	0	1	0	0	1	0	0	0	0	3
MISSING PERSON	0	0	0	0	1	1	0	0	0	0	0	0	0	2
NARCO INTEL	0	0	0	0	0	0	0	0	0	0	0	0	1	1
NEIGHBOR CRISIS	0	0	0	0	0	0	0	1	0	0	0	0	0	1
NOISE VIOLATION	0	1	1	0	0	1	0	0	0	3	0	1	2	9
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	1	0	0	0	0	1
PARKING VIOLATIONS	0	1	0	0	0	0	0	1	0	0	0	0	0	2
PAROLE NOTIFICATION	0	0	0	0	0	1	1	0	0	0	0	0	0	2
PROPERTY RETRIEVAL	0	0	0	0	0	0	0	0	0	0	0	0	1	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	2	0	0	0	0	0	0	2
SERVICES	0	2	2	1	1	0	0	2	0	1	0	2	0	11
SEX CRIMES	0	0	0	0	0	0	0	2	0	0	0	0	0	2
SEX OFFNDR REGISTRATION	0	0	0	0	0	1	1	1	0	0	0	0	0	3
SICK LEAVE	0	0	1	2	2	0	0	0	2	2	0	0	0	9
SUSPICIOUS ACTIVITY RPT	0	0	0	0	0	0	0	0	0	0	0	1	0	1
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	0	0	0	0	1
TRAFFIC STOP	0	2	6	1	0	0	6	1	0	0	3	7	8	34
TRESPASSING	0	1	1	0	0	0	0	0	0	1	1	0	1	5
WARRANT	0	0	0	0	0	0	0	0	0	0	1	0	0	1
WELFARE CHECK	0	1	1	1	0	1	2	3	0	2	3	0	0	14
Totals:	0	14	16	8	24	15	24	27	17	17	19	21	24	226

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 01/26/2020 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	1	3	0	1	1	0	0	0	0	0	2	1	9
ABC VIOLATIONS	0	6	0	0	0	0	0	0	0	0	0	0	0	6
ABSCONDED	0	0	0	0	0	0	0	0	0	0	0	0	1	1
ADMINISTRATIVE	0	1	0	1	0	1	1	0	0	1	1	0	0	6
AIDED MEDICAL	0	3	0	0	1	1	3	2	1	0	5	2	0	18
ALARM	0	0	2	1	3	1	3	2	0	1	2	0	1	16
ANIMAL DOMESTIC	0	0	0	0	0	1	0	1	1	2	1	2	1	9
ASSAULT	0	0	0	0	0	0	0	0	0	2	0	0	0	2
BEAT MONITORING	0	4	2	0	0	0	0	0	0	0	0	0	0	6
BKGRND INVST CIVILIAN	0	0	0	0	16	19	10	0	0	0	0	0	0	45
BURGLARY	0	0	0	0	0	0	0	0	0	0	0	2	0	2
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	0	1	0	1
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	0	0	2	0	0	2
CRIMINAL MISCHIEF	0	0	0	0	0	1	1	0	1	0	1	0	0	4
CROSSING GUARD	0	0	1	0	1	0	0	0	0	0	0	0	0	2
DEATH INVEST	0	0	0	0	0	0	1	1	0	0	0	0	0	2
DISORDERLY PERSONS	0	2	1	0	0	0	2	1	0	1	1	0	1	9
DOMESTIC	0	0	2	0	0	0	2	1	1	3	4	2	2	17
DOOR UNLOCKING	0	0	0	0	2	3	7	3	3	3	5	1	2	29
DRUG INVESTIGATION	0	1	1	0	0	0	2	2	0	1	0	0	0	7
DWI / IMPRD / DRUGS	0	0	1	0	0	0	0	0	0	0	0	0	0	1
EMOTIONALLY DISTRBD PERSN	0	0	2	2	0	1	3	2	1	0	2	1	3	17
FINGERPRINTING	0	0	0	0	0	0	9	3	1	2	1	2	0	18
FOOT PATROL	0	3	4	4	0	0	0	1	2	3	0	3	4	24
FRAUD	0	0	0	0	0	0	1	2	0	0	0	0	0	3
HARASSMENT	0	0	0	0	0	1	0	1	2	0	1	5	2	12
INSECURE PROPERTY	0	2	3	1	0	0	0	0	0	0	0	0	0	6
JUVENILE	0	0	0	0	1	0	2	3	1	0	0	0	0	7

LARCENY	0	0	0	0	1	0	3	1	3	2	4	0	0	14
LOST AND FOUND	0	1	1	0	1	2	0	2	3	2	1	1	0	14
M/V ACCIDENT	0	0	1	0	1	4	5	9	14	7	1	2	2	46
M/V OFFENSE	0	0	0	0	0	1	0	1	0	0	1	2	1	6
MARIHUANA INVST	0	0	0	0	0	0	0	0	0	1	0	0	0	1
MEDIATION-NO OFFENSE	0	0	0	0	0	0	2	0	0	0	0	0	0	2
MISC CALLS	0	1	1	1	1	5	2	6	7	5	3	3	3	38
MISC OFFENSES	0	1	0	0	0	2	1	0	3	1	0	1	0	9
MISSING PERSON	0	0	0	0	1	1	0	0	0	0	0	0	0	2
NARCO INTEL	0	0	0	0	0	0	0	0	0	0	0	0	1	1
NEIGHBOR CRISIS	0	0	0	0	0	1	1	2	1	1	2	0	0	8
NOISE VIOLATION	0	2	1	0	1	1	1	0	0	5	0	3	3	17
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	2	1	0	0	0	3
PARKING VIOLATIONS	0	1	0	0	0	0	0	2	0	0	0	0	0	3
PAROLE NOTIFICATION	0	0	0	0	0	2	1	5	0	0	0	0	0	8
PRISONER TRANSPORT	0	0	0	0	1	4	0	1	0	0	1	0	0	7
PROPERTY RETRIEVAL	0	0	0	0	0	0	1	1	1	1	0	0	1	5
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	2	1	3	0	0	0	0	6
SERVICES	0	4	3	3	1	0	0	2	2	2	0	2	1	20
SEX CRIMES	0	0	0	0	0	0	1	2	1	1	0	0	0	5
SEX OFFNDR REGISTRATION	0	0	0	0	0	10	8	2	3	0	0	0	0	23
SICK LEAVE	0	0	3	8	5	0	3	1	8	5	2	1	4	40
SUSPICIOUS ACTIVITY RPT	0	0	1	0	0	0	0	1	0	0	0	3	1	6
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	0	0	0	0	1
TRAFFIC STOP	0	6	10	1	0	0	12	3	1	1	4	22	32	92
TRESPASSING	0	1	1	0	2	1	0	2	0	1	1	0	2	11
WARRANT	0	2	0	0	0	0	0	0	0	1	1	1	0	5
WELFARE CHECK	0	3	2	1	1	3	4	10	2	6	6	6	1	45
Totals:	0	45	46	23	41	67	94	79	69	62	53	70	70	719

NC3824 - 3-part carbonless

adams

additional work authorization

Additional Work Authorization

CRIMBY TRUCKING AND EXCAVATING
1725 Route 22 B
Morrisonville, N.Y. 12962
Phone: 518-728-6005

CHANGE ORDER # 1 DATE 1-1-2020

CUSTOMER NAME City of Plattsburgh

STREET 41 City Hall Place

CITY Plattsburgh STATE/ZIP N.Y. 12901

Original Job Information:

JOB NAME Demo of 32 Green St.

LOCATION 32 Green St.

JOB/CONTRACT # 304195021

DATE

We hereby submit the following specifically described additional work: of Building #6.
54' ft of 4' ft frost walls to be Excavated
And Truck away.

Additional charge for above described work is: $ 1500.00 — one thousand five hundred Dollars

with payments to be made as follows:

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.
We propose hereby to furnish material and labor — complete in accordance with these specifications at above stated price.

Respectfully submitted Joseph Crimby

Acceptance of Additional Work

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Date of Acceptance _____ Signature _____

09-11

Joe Ormsby
Ormsby Trucking and Excavating
1725 Rt.22B
Morrisonville, NY 12962

January 22, 2020

Matt Miller
41 City Hall Place
Plattsburgh, NY 12901

Re: Change Order Request Asbestos Quotation- PMLD Building #3

Matt:

MP Environmental Services, Inc. presented this change order proposal to Ormsby Trucking and Excavating as a result of the weather conditions and delays caused during the roofing removal. Per the specifications, the start date was to be completed prior to winter weather conditions. The weather conditions caused water to freeze and unfreeze seeping through going inside. From the amount of the freezing rain caused the ceiling to fall. Resulting, large opens on the roof causing the wind to blow the material throughout.

SCOPE OF SERVICES

Asbestos Abatement Activities:

- Work to be completed per the NYS Site-Specific Variance Amendment #2

ESTIMATED COST AND BASIS FOR BILLINGS:

The cost to perform the proposed scope of work is presented in the table below.

Item#	Description	Unit	Price
1	**ACM Clean-up as a result of the winter weather conditions caused during roofing removal.**	**Lump Sum**	**$13,500.00**
2	**Ormsby Trucking – 15% Overhead and Profit**	**Lump Sum**	**$2,025.00**
3	**Ormsby Trucking – Additional bond cost for override**	**Lump Sum**	**$466.00**
4	**Change Order Request:**	**Lump Sum**	**$15,991.00**

If you have any questions, please call me at (518) 726-6005.

Respectfully Submitted,

Joe Ormsby

Joe Ormsby
Ormsby Trucking and Excavating
1725 Rt.22B
Morrisonville, NY 12962

AUTHORIZATION/ACCEPTANCE:

If the Proposal is understood and accepted, please initial each page, sign, and return to Ormsby Trucking and Excavating. By accepting and signing the above-referenced Proposal, the Client hereby accepts any and all terms and conditions set forth herein or attached hereto and herby authorizes Ormsby Trucking and Excavating to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

Name (print)_____ Signature_____

Title _____ Date _____

orrick

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212-1106-5000
Orrick.com
Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

Discussion Draft

January 27, 2020

VIA E-MAIL (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks
City Chamberlain
City of Plattsburgh
City Hall, 6 Miller Street
Plattsburgh, New York 12901

Re: City of Plattsburgh, Clinton County, New York
Water Distribution System Improvements - $819,000 Bonds
Orrick File: 43851-2-11

Dear Richard:

We have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council. Please check SEQRA status. We rounded up to cover soft costs.

If utilized, please see that this resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Douglas

Douglas E. Goodfriend

DEG/zmt
Enclosures
4143-6714-6273.01

cc: Mr. Noah Nadelson (nnadelson@munistat.com)

EXTRACT OF MINUTES

Meeting of the Common Council of
the City of Plattsburgh

January ____, 2020

BOND RESOLUTION
(WATER DISTRIBUTION SYSTEM IMPROVEMENTS)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the _____ day of January, 2020, at 5:30 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member _____, who moved its adoption, seconded by Council member _____, to-wit:

BOND RESOLUTION DATED JANUARY ____, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $819,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF WATER DISTRIBUTION SYSTEM IMPROVEMENTS, IN AND FOR SAID CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of water distribution system improvements, in and for the City of Plattsburgh, Clinton County, New York, including replacement of mains, laterals and hydrants, and water meter reading system, together with incidental improvements and expenses in connection therewith (Project No. H8320.80), there are hereby authorized to be issued $819,000 bonds pursuant to the provisions of the Local Finance Law. Said class of objects or purposes is hereby authorized at a maximum estimated cost of $819,000.

Section 2. The plan for the financing for said maximum estimated cost is by the issuance of the $819,000 bonds of the City herein authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of said City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of

these delegated powers, the City Chamberlain shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 8. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 9. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall

otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. The City Chamberlain is hereby further authorized, at his sole discretion, to execute a project finance and loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 12. The power to issue and sell notes for said class of objects or purposes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Chamberlain. Such notes shall be of such terms, form and contents as may be prescribed by said City Chamberlain consistent with the provisions of the Local Finance Law.

Section 13. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF CLINTON)

I, the undersigned Clerk of the City of Plattsburgh, in the County of Clinton, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the _____ day of January, 2020.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
5. That all members of the Common Council of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting ***(the meeting at which the proceeding was adopted)*** was caused to be given **PRIOR THERETO** in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

   POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of January, 2020.

_____
City Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on January ____, 2020, and the validity of the obligations authorized by such Resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

January _____, 2020.

_____

City Clerk

BOND RESOLUTION DATED JANUARY ____, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $819,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF WATER DISTRIBUTION SYSTEM IMPROVEMENTS, IN AND FOR SAID CITY.

Class of objects or purposes:	Water distribution system improvements
Period of probable usefulness:	40 years
Maximum estimated cost:	$819,000
Amount of obligations to be issued pursuant to this resolution:	$819,000 bonds
SEQRA status:	Type II Action. 6 NYCRR Part 617.5(c)(1) and (2),

DISCOVER
Plattsburgh

Richard A. Marks
City Chamberlain

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

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held January 9th, 2020, the following resolution was adopted:

By Councilor Gibbs ; Seconded by Councilor Barbell

WHEREAS, the following resolution was adopted on January 9th, 2020, and

WHEREAS, the Capital Expenditure Plan adopted December 12th, 2019, includes a Water Distribution System category, and

WHEREAS, the Public Works Department is establishing a 2020 Water System Improvements project that includes all of the projects listed in the Water Distribution System category in the Capital Expenditure Plan that was adopted December 12th, 2019, and

WHEREAS, the cost of the 2020 Water System Improvements project has been estimated by the Public Works Department for the costs of the planned expenditures during 2020, as follows:

	2020 Capital Plan	2020 Estimated Cost
Cogan water work	$ 400,000	$ 400,000
Ohio Ave. – Nevada to Tennessee	210,000	210,000
Riley Ave. – Miller to Sailly	60,000	60,000
Replace laterals before paving	50,000	50,000
Water meter reading system	75,000	75,000
Hydrant replacement plan	24,000	24,000
Total	$ 819,000	$ 819,000
Project Funding:		
Water Fund Bonds	$ 819,000	$ 819,000
Total	$ 819,000	$ 819,000

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 9th day of January 2020, as follows:

1) That, the amount of Eight Hundred Nineteen Thousand and 00/100 ($819,000.00) Dollars is hereby appropriated for the capital project **2020 Water System Improvements (H8320.80)** for the cost of the improvements listed above and is hereby authorized to be expended for such purpose.

2) That, Eight Hundred Nineteen Thousand and 00/100 ($819,000.00) Dollars of such appropriation be provided by advances from the Water Operating Fund but that such advances are to be repaid to the Water Fund by year end through funding of this project with Bond Anticipation Notes or Serial Bonds.

3) That, this resolution takes effect immediately.

On Roll Call, All voted in the affirmative.

None absent.

CERTIFIED A TRUE COPY

Sheila Parrotte

CITY CLERK

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

DISCOVER
Plattsburgh

William J. Treacy, P.E.
Manager

217 Sharron Ave.
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

January 23, 2020

To: Mayor Colin Read

Subject: Otis Elevator Maintenance Contract for 217 Sharron Ave.

The Management of the Plattsburgh Municipal Lighting Department and the City attorney have reviewed the above subject contract. We recommend the Mayor sign the maintenance contract for a monthly fee of $288.00. If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,

William Treacy, P.E.
Manager

Atch:(1) Otis Elevator Maintenance 5 Year Contract

CC: City Clerk
Councilor McFarlin, PMLD Liaison
Kelly Clookey, MLD Finance Director
Bid 2018 -5-1 File

OTIS

United Technologies

OTIS MAINTENANCE

DATE: 01/06/2020

TO:
217 Sharon Ave.
Plattsburgh, NY 12901

FROM:
Otis Elevator Company
20 Loudonville Road
Albany, NY 12204

Lauren Zazzaro
Phone: (518) 915-5402

EQUIPMENT LOCATION:
217 Sharon Avenue
Plattsburgh, NY 12901

PROPOSAL NUMBER: AOG495

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY	ONLY ELV *ADA*	467172

OTIS MAINTENANCE
We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM℠
We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Advanced Payment

Beginning on the Effective Date, payments will be made Annually and an Advanced Payment Discount of 3.00 % will be applied to the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

CONTRACT PRICE AND TERM

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

OTIS MAINTENANCE

CONTRACT PRICE

Two hundred eighty-eight dollars ($ 288.00) per month, payable Annually

PRICE ADJUSTMENT

Two hundred eighty-eight dollars ($ 288.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2020** which was **90.719.** The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 01/01/2020.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

Transmission Format

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below). **Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.**

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).
- Example NKG05678 101 or NKG38062001.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase

Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339

Account Name: Otis Elevator Company

Account Number: 55-20622

Bank routing Number: 071000013

If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

Submitted by: Lauren Zazzaro
Title: Account Manager
E-mail: Lauren.Zazzaro@otis.com

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Gregg Spinelli

Title - _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

OTIS MAINTENANCE

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

OTIS MAINTENANCE

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AOG495

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

DISCOVER
Plattsburgh

William J. Treacy, P.E.
Manager

217 Sharron Ave.
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

January 24, 2020

To: Mayor Colin Read

From: Bill Treacy, Manager

Subject: Permission to Bid PMLD BID NO. 2020 - 2- 1

Plattsburgh Municipal Lighting Department respectively requests permission from the Common Council to bid the following:

PMLD BID NO. 2020 - 2- 1

PROPANE OPERATED FORKLIFT

BID OPENING DATE: March 10, 2020 AT 11: 00 AM

We propose that this bid be received under PMLD Bid No. 2020 - 2 -1 at 11:00 a.m., local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,

Bill Treacy, P.E.
Manager

cc: Sylvia Parrotte, City Clerk
Councilor McFarlin, PMLD Liaison
Bid 2020-2-1 File

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

DISCOVER
Plattsburgh

William J. Treacy, P.E.
Manager

217 Sharron Ave.
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

January 24, 2020

To: Mayor Colin Read

From: Bill Treacy, Manager

Subject: Permission to Bid PMLD BID NO. 2020 - 2- 2

Plattsburgh Municipal Lighting Department respectively requests permission from the Common Council to bid the following:

PMLD BID NO. 2020 - 2- 2

NATURAL GAS 300 kW POWER GENERATOR

BID OPENING DATE: March 17, 2020 AT 11: 00 AM

We propose that this bid be received under PMLD Bid No. 2020 - 2 -2 at 11:00 a.m., local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,

Bill Treacy, P.E.
Manager

cc: Sylvia Parrotte, City Clerk
Councilor McFarlin, PMLD Liaison
Bid 2020-2-1 File

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, NewYork

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 1/15/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for August 2018. The **amount** of the write-off will be **$3,378.55**. The percentage of write-offs for this period is .26%. The cash receipt recovery for this period is $2,536.29.

Sales for this time period were $1,287,395.91

This write-off of unpaid bills represents 23 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 12 customers
$100.01 to $200.00 – 6 customers
$200.01 to $300.00 – 3 customers
$300.01 to $805.00 – 2 customers

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, NewYork

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 1/15/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for September 2018. The **amount** of the write-off will be **$2,650.41.** The percentage of write-offs for this period is .22%. The cash receipt recovery for this period is $431.16.

Sales for this time period were $1,219,886.91

This write-off of unpaid bills represents 30 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 1 customers
$100.01 to $200.00 – 9 customers
$200.01 to $300.00 – 2 customer
$300.01 to $400.00 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, NewYork

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 1/15/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for October 2018. The **amount** of the write-off will be **$1,735.51.** The percentage of write-offs for this period is .13%. The cash receipt recovery for this period is $300.86.

Sales for this time period were $1,314,807.52

This write-off of unpaid bills represents 18 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 11 customers
$100.01 to $200.00 – 6 customers
$200.01 to $300.00 – 1 customer
$300.01 to $400.00 – 0 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, NewYork

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 1/15/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for November 2018. The **amount** of the write-off will be **$1,252.70.** The percentage of write-offs for this period is .08%. The cash receipt recovery for this period is $1,190.95.

Sales for this time period were $1,610,975.81

This write-off of unpaid bills represents 18 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 13 customers
$100.01 to $200.00 – 4 customers
$200.01 to $300.00 – 0 customer
$300.01 to $400.00 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, NewYork

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 1/15/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for December 2018. The **amount** of the write-off will be **$1,562.56.** The percentage of write-offs for this period is .07%. The cash receipt recovery for this period is $1,044.43.

Sales for this time period were $2,166,280.63

This write-off of unpaid bills represents 13 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 4 customers
$100.01 to $200.00 – 8 customers
$200.01 to $300.00 – 1 customer
$300.01 to $400.00 – 0 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

RESOLUTION # _____

ACCEPTING FINAL GENERIC ENVIRONMENTAL IMPACT STATEMENT FOR DOWNTOWN AREA IMPROVEMENT PROJECTS AND AUTHORIZING PUBLIC NOTICES IN ACCORDANCE WITH REQUIREMENTS OF STATE ENVIRONMENTAL QUALITY REVIEW ACT

INTRODUCED BY:
SECONDED BY:

WHEREAS, the City of Plattsburgh revitalization efforts will involve several downtown area improvement projects (collectively the "Projects"); and

WHEREAS, the Plattsburgh Common Council ("Common Council") determined that the Projects collectively are a Type I Action pursuant to the State Environmental Quality Review Act (SEQRA), identified the potential Involved Agencies under SEQRA and was duly designated as SEQRA Lead Agency with consent of the Involved Agencies; and

WHEREAS, the Common Council determined to conduct comprehensive review of the Projects through preparation of a Generic Environmental Impact Statement (GEIS) pursuant to SEQRA and Section 617.10 of the implementing Regulations set forth at Title 6 of the New York Compilation of Codes, Rules and Regulations (NYCRR); and

WHEREAS, The Chazen Companies (Chazen) prepared a Draft Scoping Document pursuant to 6 NYCRR Section 617.8 and the Common Council, as SEQRA Lead Agency, provided a copy of the Draft Scope to all Involved Agencies, made it available to any individual or SEQRA Interested Agency that expressed an interest in writing to the Lead Agency and provided both a period of time for the public to review

and provide written comments on the Draft Scope and a public scoping session to provide for public input; and

WHEREAS, a Final Scoping Document was accepted by the Common Council and Chazen prepared a Draft GEIS ("DGEIS") in accordance with the Final Scoping Document to assess the potential impacts of the Projects, and the DGEIS was accepted as complete for public review by the Common Council on November 21, 2019; and

WHEREAS, the DGEIS and Notice of Completion were duly circulated to all SEQRA Involved and Interested Agencies; the DGEIS was posted on the City's website and a Notice of Acceptance of Draft GEIS and Public Hearing was published in the Environmental Notice Bulletin (ENB) on December 4, 2019; and

WHEREAS, a public hearing on the DGEIS was held on December 9, 2019 and written comments on the DGEIS were accepted by the Common Council, as Lead Agency, until December 23, 2019; and

WHEREAS, a Final GEIS ("FGEIS") has been prepared which includes, among other things, responses to comments on the DGEIS; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Common Council hereby accepts and approves the FGEIS.

2. The City Clerk is authorized and directed to file and publish a Notice of Completion of FGEIS, and file and provide copies of the FGEIS as required by SEQRA.

3. Copies of the FGEIS will be available for inspection at the City Clerk's Office, Plattsburgh City Hall, 41 City Hall Place, Plattsburgh, New York and on the City's website at https://www.cityofplattsburgh-ny.gov/604/DRI-Environmental-Impact-GEIS.

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

DISCOVER
Plattsburgh

William J. Treacy, P.E.
Manager

217 Sharron Ave.
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

January 27, 2019

To: Mayor Colin Read

From: Bill Treacy, Manager BT

Subj.: MLD Travel Requests for 2020

MLD Travel requests for 2020 are as follows:

1. Line Helper A and Line Helper B to attend the required 1st year of Lineman Training to be held in Fairport, NY at an estimated cost of $3,025 each for the following travel dates; April 13-17, 2020, May 11-15, 2020, August 30-September 4, 2020 and September 28- October 2, 2020. Total $6, 050.00.

2. Garrett Mastic to attend Battery Maintenance and Testing to be held at Valley Forge, PA from September 13-17, 2020, at $1,505.00 for the class and travel expense of $1,120.00. Total $2,625.00.

3. Finance Officer Kelly Clookey to attend the Accounting & Finance Workshop in East Syracuse, NY from November 17-19, 2020. Total $490.

4. Bill Treacy to attend the following meetings:

Semi-Annual MEUA Meeting	East Syracuse, NY	April 21-23, 2020	total $ 490
Annual MEAU Meeting	Celoron, NY	August 25-28, 2020	total $1000.00
Engineering Workshop	East Syracuse, NY	December 15-17, 2020	total $ 490
Annual NYMPA Mtg	East Syracuse, NY	May 26-27, 2020	total $ 60
Semi-Annual NYMPA Mtg	East Syracuse, NY	October 27-28, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	February, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	March, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	April, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	May, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	June, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	July, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	August, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	September, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	November, 2020	total $ 60
Monthly NYMPA Meeting	East Syracuse, NY	December, 2020	total $ 60

Total $ 2,700.00

5. The money is funded out of line item M7852100 4461 Employee Safety Training in the MLD Budget, which currently has a $77,680.00 balance. If you have any questions please contact me.

Cc: Councilor McFarlin, MLD Liaison
Finance Director Kelly Clookey Travel File