

12/30/2019 14:40
14271bee

CITY OF PLATTSBURGH LIVE
COMPLAINTS/VIOLATIONS REPORT

P 1
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DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/18/19 TO 12/30/19



COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	3
PROPERTY MAINTENANCE	3
SNOW	4
ZONING VIOLATION	2
DEPARTMENT TOTALS	12
REPORT TOTALS	12

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



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 14271bbe | COMPLAINTS/VIOLATIONS REPORT | picvirpt

REPORTING PERIOD: 12/18/19 TO 12/30/19

DEPARTMENT: Building Inspector
 REFERENCE LOCATION CASE
 COMPLAINT/VIOLATION COMMENT AREA SOURCE RESPONSIBLE PARTY SEVERITY CREATED COMPLETED

1911 105 BRINKERHOFF ST SEVERITY 0 RAY BEEBE COMPLI BY COMPLIED 12/27/2019 3 DAYS OPEN

VIOLATION GARBAGE IN DRIVEWAY
 SEVERITY 0
 ACTION TYPE STATUS SCHEDULED NOTICE SCHEDULED STARTED COMPLETED
 INITIAL INSPECT DONE 12/28/19
 NOTICE DONE 12/28/19
 REINSPECT NEW 12/28/19
 ORDER PICK UP OTHER NEW 12/28/19

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/28/19 12/28/19 .00
 COMPLAINT JIM WELCH 12/28/19 12/28/19 .00

COMPLAINT/VIOLATION TOTALS 12/18/2019 .00

1905 17 DURKEE ST SEVERITY 0 WILLIAM FERRIS COMPLI BY COMPLIED 12/18/2019 12 DAYS OPEN

VIOLATION ZONING VIOLATION
 DIGITAL SIGN - FLASHING NEXT TO IMAGE TOO FAST
 SEVERITY 0
 ACTION TYPE STATUS SCHEDULED NOTICE SCHEDULED STARTED COMPLETED
 INITIAL INSPECT NEW 12/20/19
 NOTICE NEW 12/20/19
 FOLLOW UP NEW 12/20/19
 ORDER REMEDY LETTER
 APPEARANCE TICKE NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/20/19 12/20/19 .00
 COMPLAINT JIM WELCH 12/20/19 12/20/19 .00

COMPLAINT/VIOLATION TOTALS .00

1908 20 BRINKERHOFF ST SEVERITY 0 HEART OF GOLD STREET LTD COMPLI BY COMPLIED 12/19/2019 11 DAYS OPEN

VIOLATION SNOW
 sidewalk not cleared.
 SEVERITY 0
 ACTION TYPE STATUS SCHEDULED NOTICE SCHEDULED STARTED COMPLETED
 INITIAL INSPECTI DONE 12/20/19
 NOTICE DONE 12/20/19 LETTER 12/20/19 12/20/19
 RE INSPECT NEW 12/20/19
 TO DPW OTHER NEW 12/20/19

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/20/19 12/20/19 .00

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CITY OF PLATTSBURGH LIVE
COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/18/19 TO 12/30/19

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

COMPLAINT JIM WELCH 12/20/19 12/20/19 FRONTIER PROP MANAGEMENT INC
COMPLAINT/VIOLATION TOTALS 0

1907 30 BRINKERHOFF ST 0 COMPLI BY COMPLETED 12/19/2019

VIOLATION SNOW SEVERITY 0 AREA COMPLI BY COMPLETED 11 DAYS OPEN

STEPS INITIAL INSPECTI ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
NOTICE INSPECTION DONE 12/20/19 12/19/19
RE INSPECT NOTICE DONE 12/20/19 12/20/19
TO DPM OTHER NEW 12/20/19

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
COMPLAINT JIM WELCH 12/20/19 12/20/19 .00
COMPLAINT JIM WELCH 12/20/19 12/20/19 .00

COMPLAINT/VIOLATION TOTALS
1904 326 CORNELIA ST MILL BOYS NY INC 0
VIOLATION SEVERITY 0 AREA COMPLI BY COMPLETED 12/18/2019
ZONING VIOLATION DIGITAL SIGN- FLASHING NEXT TO IMAGE TOO FAST.

STEPS INITIAL INSPECT ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
NOTICE INSPECTION NEW 12/20/19
FOLLOW UP NEW 12/20/19
ORDER REMEDY NEW 12/20/19
APPEARANCE TICKE OTHER NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
COMPLAINT NICK WALKER 12/20/19 12/20/19 .00
COMPLAINT NICK WALKER 12/20/19 12/20/19 .00

COMPLAINT/VIOLATION TOTALS
1909 34 BRINKERHOFF ST FIRST PRESBYTERIAN CHURCH 0
VIOLATION SEVERITY 0 AREA COMPLI BY COMPLETED 12/19/2019
SNOW walk not cleared.

STEPS INITIAL INSPECTI ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
NOTICE INSPECTION DONE 12/20/19 12/19/19
RE INSPECT NOTICE DONE 12/20/19 12/19/19
RE INSPECT LETTER 12/20/19

COMPLI BY COMPLETED 11 DAYS OPEN



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CITY OF PLATTSBURGH LIVE
COMPLAINTS/VIOLATIONS REPORT

REPORTING PERIOD: 12/18/19 TO 12/30/19



DEPARTMENT: Building Inspector
 REFERENCE LOCATION CASE AREA RESPONSIBLE PARTY
 COMPLAINT/VIOLATION COMMENT SOURCE SEVERITY

TO DPW OTHER NEW 12/20/19
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/20/19 12/20/19 .00
 COMPLAINT JIM WELCH 12/20/19 12/20/19 .00
 COMPLAINT/VIOLATION TOTALS .00

1915 35 LORRAINE ST KEVIN D HILL
 VIOLATION SEVERITY AREA COMPLI BY COMPLETED
 GARBAGE 0 GARBAGE ON ROOF (APPEARS SOMEONE PUT BAGS OUT AN OPEN WINDOW ONTO ROOF -
 POSSIBLY FACING WEST) MATTRESS IN BACKYARD.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT INSPECTION NEW 12/31/19
 NOTICE NOTICE NEW 12/31/19
 REINSPECT INSPECTION NEW
 ORDER PICK UP OTHER NEW
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT NICK WALKER 12/31/19 12/31/19 .00
 COMPLAINT NICK WALKER .00
 COMPLAINT NICK WALKER .00
 COMPLAINT/VIOLATION TOTALS .00

1910 5114 NO CATHERINE ST KUHLMAN PROPERTIES
 VIOLATION SEVERITY AREA COMPLI BY COMPLETED
 SNOW 0 UNSAFE PEDESTRIAN CONDITIONS.
 SNOW/ICY SIDEWALK.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT INSPECTION DONE 12/28/19
 NOTICE NOTICE NEW 12/28/19 LETTER 12/28/19 12/27/19
 RE INSPECT INSPECTION NEW 12/28/19
 TO DPW OTHER NEW 12/28/19
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/28/19 12/28/19 .00
 COMPLAINT JIM WELCH 12/28/19 12/28/19 .00
 COMPLAINT/VIOLATION TOTALS .00

1912 5116 NO CATHERINE ST ROBERT PATRICK
 VIOLATION SEVERITY AREA COMPLI BY COMPLETED
 PROPERTY MAINTENANCE 0 LARGE AMOUNT OF DOG FECEGS BUILDING UP IN FRONT YARD.
 COMPLAINT/VIOLATION TOTALS .00

12/27/2019 3 DAYS OPEN

REPORTING PERIOD: 12/18/19 TO 12/30/19
 CREATED COMPLETED
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12/30/2019 14:40
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CITY OF PLATTSBURGH LIVE
 COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/18/19 TO 12/30/19

CREATED
 COMPLETED

REFERENCE LOCATION
 CASE

COMPLAINT/VIOLATION COMMENT

AREAS SOURCE RESPONSIBLE PARTY SEVERITY

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED

INITIAL INSPECT NEW
 NOTICE INSPECTION
 FOLLOW UP NEW
 ORDER REMEDY NOTICE
 APPEARANCE TICKET OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/29/19 12/29/19 .00
 COMPLAINT JIM WELCH 12/29/19 .00

COMPLAINT/VIOLATION TOTALS .00

1913 5120 NO CATHERINE ST SEVERITY 0 ROBERT PATRICK

VIOLATION PROPERTY MAINTENANCE AREA 0 COMPLY BY COMPLETED 12/27/2019

GARBAGE CANS BEING KEPT IN FRONT OF HOUSE, NOT REAR

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT DONE 12/29/19 12/27/19
 NOTICE INSPECTION 12/29/19 12/27/19
 FOLLOW UP NEW 01/03/20
 ORDER REMEDY LETTER
 APPEARANCE TICKET OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/29/19 12/29/19 .00
 COMPLAINT JIM WELCH 01/03/20 .00

COMPLAINT/VIOLATION TOTALS .00

1914 5122 NO CATHERINE ST SEVERITY 0 STEPHEN H TAHY

VIOLATION GARBAGE PILING UP ON FRONT PORCH AREA 0 COMPLY BY COMPLETED 12/27/2019

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
 INITIAL INSPECT DONE 12/28/19 12/27/19
 NOTICE INSPECTION 12/28/19 12/27/19
 REINSPECT NEW 12/28/19
 ORDER PICK UP OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT JIM WELCH 12/28/19 12/28/19 .00
 COMPLAINT JIM WELCH 12/28/19 .00

COMPLAINT/VIOLATION TOTALS .00

3 DAYS OPEN

12/27/2019



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12/30/2019 14:40
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CITY OF PLATTSBURGH LIVE
COMPLAINTS/VIOLATIONS REPORT

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DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/18/19 TO 12/30/19

REFERENCE LOCATION
CASE

AREA SOURCE RESPONSIBLE PARTY
SEVERITY

CREATED
COMPLETED

COMPLAINT/VIOLATION

COMMENT

1906 8 STELTZER RD

AREA

RENE L POIRIER

12/19/2019

VIOLATION
PROPERTY MAINTENANCE
PIPES FROZEN, NO RUNNING WATER.

SEVERITY 0

AREA

TENANT FEELS PORCH IS UNSAFE, UNSTABLE.

COMPLY BY COMPLETED

11 DAYS OPEN

STEPS
INITIAL INSPECT
NOTICE
FOLLOW UP
ORDER REMEDY
APPEARANCE TICKE

ACTION TYPE
INSPECTION
NOTICE
INSPECTION
NOTICE
OTHER

STATUS
NEW
NEW
NEW
NEW
NEW

NOTICE
LETTER

SCHEDULED
12/21/19

STARTED

COMPLETED

INSPECTION INSPECTOR
COMPLAINT KYLE BURDO
COMPLAINT KYLE BURDO

REQUESTED
12/21/19

SCHEDULED
12/21/19

RESULTS

FEE AMOUNT
.00
.00
.00

COMPLAINT/VIOLATION TOTALS

DEPARTMENT TOTALS
COMPLAINT/VIOLATION ACTIVITY 12/18/19-12/30/19:

12 COMPLAINTS/VIOLATIONS
12 CREATED 0 COMPLETED

.00

REPORT TOTALS
COMPLAINT/VIOLATION ACTIVITY 12/18/19-12/30/19:

12 COMPLAINTS/VIOLATIONS
12 CREATED 0 COMPLETED

.00

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

BLOTTER ACTIVITY REPORT

By Time of Day

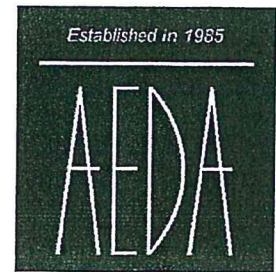
FOR DATE RANGE OF 01/01/2019 00:00 TO 12/29/2019 0:00

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	18	15	9	8	10	17	9	12	15	16	13	14	156
ABC VIOLATIONS	0	62	0	0	0	0	2	2	1	2	0	2	24	95
ABSCONDED	0	3	5	4	1	0	0	2	1	4	2	2	1	25
ADMINISTRATIVE	0	4	4	6	7	9	5	6	7	3	11	12	2	76
AIDED MEDICAL	0	50	38	13	11	11	19	19	27	26	37	47	40	338
ALARM	0	22	20	26	33	30	18	27	18	43	38	17	15	307
ANIMAL DOMESTIC	0	5	7	4	1	11	19	31	31	32	23	19	8	191
ANIMAL WILD	0	4	0	0	0	7	3	3	5	2	1	3	2	30
ASSAULT	0	11	10	1	3	5	1	3	3	7	5	5	2	56
BAD CHECK	0	0	0	0	0	2	1	3	4	3	0	0	0	13
BEAT MONITORING	0	98	42	0	0	0	0	0	0	0	0	0	0	140
BKGRND INVST CIVILIAN	0	0	0	0	19	46	85	16	7	0	0	0	0	173
BKGRND INVST SWORN	0	0	0	0	0	2	1	0	0	0	0	0	0	3
BURGLARY	0	1	5	1	2	5	3	6	5	8	13	4	2	55
CHILD SEAT INSTALL	0	0	0	0	0	1	0	0	0	0	8	7	0	16
CITY CODE VIOLATION	0	12	7	1	0	1	8	4	4	5	6	7	18	73
CRIMINAL MISCHIEF	0	9	6	4	3	18	14	15	12	16	10	12	7	126
CROSSING GUARD	0	0	0	0	6	9	1	3	9	4	0	2	1	35
DEATH INVEST	0	0	1	1	0	2	1	3	5	3	1	2	0	19
DISORDERLY PERSONS	0	57	51	8	1	6	21	22	37	37	32	44	50	366
DOG SEIZURE	0	0	0	0	1	0	4	1	2	1	1	0	0	10
DOMESTIC	0	32	34	11	18	14	37	30	37	35	49	68	57	422
DOOR UNLOCKING	0	3	3	1	17	33	42	50	43	51	44	31	21	339
DRUG INVESTIGATION	0	8	3	2	1	16	27	34	30	30	26	18	7	202
DWI / IMPRD / DRUGS	0	12	18	0	1	0	0	1	0	0	0	1	8	41
EMOTIONALLY DISTRBD PERSON	0	7	5	4	5	9	8	11	17	20	19	11	16	132
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	12	28	62	120	32	14	5	1	0	274

FIRE	0	0	4	0	3	2	2	4	3	7	4	5	4	38
FOOT PATROL	0	79	87	36	0	3	10	15	13	11	12	39	62	367
FORGERY	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FRAUD	0	0	0	0	2	8	7	9	5	2	2	0	0	35
HARASSMENT	0	8	6	3	0	19	32	33	40	31	36	38	21	267
INSECURE PROPERTY	0	28	29	19	3	2	0	1	2	1	4	10	26	125
JUVENILE	0	0	1	0	3	21	9	17	23	15	21	15	5	130
KIDNAPPING	0	0	0	0	0	1	0	0	0	0	0	0	0	1
LARCENY	0	8	6	4	7	28	54	54	44	40	33	36	11	325
LOST AND FOUND	0	9	18	7	15	34	50	42	40	48	29	20	13	325
M/V ACCIDENT	0	12	8	2	27	77	124	165	179	129	67	45	12	847
M/V OFFENSE	0	8	3	0	0	5	4	4	8	13	9	14	12	80
M/V THEFT	0	0	0	0	0	0	3	1	0	2	0	1	1	8
MARIHUANA INVST	0	0	0	0	0	3	2	3	5	4	2	1	1	21
MEDIATION-NO OFFENSE	0	3	2	5	1	5	3	2	6	6	10	9	9	61
MISC CALLS	0	48	34	11	23	51	68	73	77	71	77	71	57	661
MISC OFFENSES	0	3	3	0	1	16	19	6	11	18	13	5	2	97
MISSING PERSON	0	0	0	0	1	1	2	7	2	9	4	4	3	33
NARCO INTEL	0	0	0	4	1	0	0	0	1	1	0	0	0	9
NEIGHBOR CRISIS	0	1	2	2	2	2	4	14	9	19	18	6	7	86
NOISE VIOLATION	0	112	52	11	5	8	12	10	18	26	27	78	125	484
OPEN CONTAINER	0	6	2	0	0	0	0	0	1	0	0	2	4	15
OUTSIDE AGENCY ASSIST	0	13	4	5	4	8	9	12	14	11	11	9	11	111
PARKING VIOLATIONS	0	5	6	2	13	15	27	19	14	7	11	9	15	143
PAROLE NOTIFICATION	0	0	0	0	4	36	31	15	21	2	0	0	0	109
PRISONER TRANSPORT	0	3	0	0	22	92	17	11	21	18	12	13	4	213
PROPERTY RETRIEVAL	0	1	1	1	1	13	15	12	18	19	14	11	6	112
REPOSESSION	0	1	1	0	1	0	2	2	5	2	1	2	2	19
ROBBERY	0	0	0	0	0	0	0	0	1	0	1	0	1	3
SAFE SCRIPTS PROGRAM	0	0	0	0	0	28	9	16	22	0	0	0	0	75
SERVICES	0	42	40	40	39	217	254	88	15	12	16	69	59	891
SEX CRIMES	0	3	3	2	1	7	8	5	8	7	2	2	5	53
SEX OFFENDR REGISTRATION	0	0	0	0	1	13	24	6	4	1	0	0	0	49

SICK LEAVE	0	3	15	28	20	6	14	19	11	28	7	8	5	164
SIDEWALK ORDINANCE	0	0	0	0	0	0	0	2	1	0	0	0	0	3
SUSPICIOUS ACTIVITY RPT	0	31	22	8	5	11	12	19	13	20	18	62	62	283
TRAFFIC DETAIL	0	0	0	0	7	9	1	7	1	1	11	15	2	54
TRAFFIC STOP	0	259	189	43	13	97	124	101	130	85	74	604	537	2256
TRESPASSING	0	24	15	8	9	9	18	13	17	15	22	20	21	191
WARRANT	0	7	2	1	1	3	5	6	17	6	3	7	6	64
WELFARE CHECK	0	61	58	18	29	61	71	68	83	56	73	119	69	766
Totals:	0	1196	887	356	414	1186	1445	1302	1254	1104	991	1679	1475	13289

Architectural & Engineering Design Associates, P.C.



December 19, 2019

Mr. Matthew Miller
Director of Community Development
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

RE: AEDA Design Proposal - City of Plattsburgh Farmers Market

Dear Mr. Miller:

Architectural & Engineering Design Associates, P.C. (AEDA) is pleased to provide this proposal for architectural/engineering services for the design of a new Farmers Market to be located in a renovated City Building on the former Plattsburgh Municipal Electric Site. Based on information provided during a recent meeting, I can summarize the scope of the project as follows:

- Renovation of the existing facility approximately 3,672 square feet
 - New men's and women's bathrooms
 - New overhead doors
 - New electrical outlets & lighting
 - New interior/exterior painting
 - Cleaning and Sealing of Interior Floors
 - Construction of new wall & Secure exterior walls
 - Window glass repair
- New pavilion addition of approximately 2,235 square feet

AEDA offers the following design services:

Construction Documents:

- Review of existing plans/documents
- Field review/inspection existing conditions
- Code review/Life Safety Plans
- Foundation Plan
- Roof Framing Plan
- Structural Sections & Details
- Floor Plan(s)
- Reflected Ceiling Plan
- Exterior Elevation(s)

Architectural & Engineering Design Associates, P.C. – 1246 Route 3, P.O. Box 762, Plattsburgh, NY 12901
Tel. 518.562.1800 Fax. 518.562.1702 Email jaa@aedapc.com Web www.aedapc.com

- Sections and Details
- Wall Types & Details
- Window, Door and Finish Schedules
- Plumbing Plans, Schedules and Schematics
- Electrical Outlet Plan
- Technical Specifications

AEDA proposes to provide architectural/engineering design services for the development of construction documents for the tasks/items outlined above for the lump sum fee of Sixteen Thousand Nine Hundred Dollars (\$16,900.00).

Contract Bidding Services:

- Preparation of Advertisement to Bidders
- Schedule & Conduct one on-site meeting to review project prior to bid
- Review comments & questions from contractors & issue necessary responses
- Review all eligible bids and prepare recommendation of award to the owner
- Review/Preparation of Contract, Notice of Award and Notice to Proceed for the selected contractor

AEDA proposes to provide architectural & engineering contract bidding services to complete all tasks/items outlined above for the lump sum fee of Two Thousand Nine Hundred Dollars (\$2,900.00).

Contract Administrative Services:

- Schedule & Conduct one pre-construction meeting
- Weekly job meetings and periodic inspections of the project site (90-day construction time).
- Review of Contractor Submittals.
- Review of Monthly Payment applications.
- Prepare Change Orders and Construction Change Directives as necessary.
- Final inspection and preparation of "punch-list" items to be completed in order to issue a certificate of completed works.

AEDA proposes to provide architectural & engineering contract administrative services to complete all tasks/items outlined above for the lump sum fee of Six Thousand Six Hundred Dollars (\$6,600.00).

Note that our proposal specifically excludes any work associated with Local City Zoning/Planning approvals, civil/site design, land surveying, traffic surveys, geotechnical services, environmental (Lead, asbestos & PCB's) or historical survey/inspection services, pre-demolition building inspection/environmental approval, SWPPP inspections, NYSBC special inspections, private/state/federal funding applications/coordination and/or resident construction inspection. AEDA can provide any of these services should they become necessary either with our own staff

Architectural & Engineering Design Associates, P.C. – 1246 Route 3, P.O. Box 762, Plattsburgh, NY 12901
Tel. 518.562.1800 Fax. 518.562.1702 Email jaa@aedapc.com Web www.aedapc.com

or through other local consultants with whom we work regularly. In addition, the proposal also excludes all permit/review fees associated with the project. All such fees will be paid for directly by the Owner at the time of submission.

Attached please find the AEDA "standard form of agreement for professional services". If you find this proposal and agreement acceptable please sign and return one copy of the agreement with a retainer in the amount of \$1,000.00 and we can schedule the work.

Thank you for the opportunity to provide this proposal. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shane E. Chatelle', with a long horizontal flourish extending to the right.

Shane E. Chatelle, R.A.
Project Architect

**STANDARD AGREEMENT for PROFESSIONAL SERVICES
(SHORT FORM)**

This is an Agreement made as of December 19, 2019 between City of Plattsburgh

of c/o – Matthew Miller, 41 City Hall Place, Plattsburgh, NY 12901 which is a Municipal Client (Hereinafter called the CLIENT), and Architectural & Engineering Design Associates P.C., 1246 State Rt. 3, P.O. Box 762, Plattsburgh, NY 12901, which is a professional corporation registered in the State of New York (hereinafter called AEDA.)

A. CLIENT and AEDA, for the mutual consideration hereinafter set forth, agree as follows: See attached proposal letter dated December 19, 2019

B. CLIENT agrees to pay AEDA as compensation for services as follows: See attached proposal letter dated December 19, 2019

Any additional services requested and/or expenses “excluded” shall be billed for against the AEDA Fee Schedule attached to the agreement.

C. CLIENT agrees to pay AEDA a retainer with this Agreement of \$1,000.00

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.5% compounded monthly (annual rate of 18%) or the highest rate allowable under applicable State Law, whichever is higher.

D. CLIENT shall furnish the following: Any existing plans available for the building/site, property survey and mapping.

E. This Agreement includes the Standard Terms and Conditions shown below and on the back of this document and are incorporated herein by this reference.

F. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney’s fee shall be included in any judgment rendered.

AGREED TO:

(Client’s Name)

BY:

(Authorized Signature/Date)

TITLE: _____

(Authorized Signature/Date)

TITLE: _____

AGREED TO:

Architectural & Engineering Design Assoc. PC

BY: Andrew T. Abdallah, P.E.

(Authorized Signature/Date)

TITLE: President

STANDARD TERMS & CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof.
2. **OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of AEDA unless otherwise provided by law. CLIENT shall not use such items on other projects without AEDA’S prior written consent. AEDA shall not release CLIENT’S data without authorization.
3. **LIMITATIONS OF COST ESTIMATES:** Any estimate of the cost of the project services or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. **APPROVAL OF WORK:** The work performed by AEDA shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 15 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. **DELAY:** Any delay, default or termination in or of the performance of any obligations of AEDA under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT’S agents to furnish information or to approve or disapprove AEDA’S work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of AEDA’S

work, or any others acts of the CLIENT'S or any other Federal, State or local government agency, or any other cause beyond AEDA'S reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of AEDA as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, AEDA shall be paid for all services rendered to the date of termination as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay AEDA within thirty (30) days of receipt of an invoices shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, AEDA in addition to the right to terminate set forth in the paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of AEDA in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold AEDA harmless for any and all loss, cost, expense, claim, damage, or liability, of any nature arising from (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by AEDA or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by AEDA'S own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES;** AEDA, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time and material basis. It will be the CLIENT'S responsibility to provide adequate protection of the stakes against their own negligence of those working for or with them and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT'S responsibility to protect said stakes until such time as construction takes place..
10. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of AEDA'S field representative will be for the purpose of providing observation and field testing. Under no circumstances is it AEDA'S intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of AEDA'S field representative as the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of AEDA'S field representative nor observation and testing personnel shall excuse the contractor in any way for effects discovered in their work. It is understood that AEDA will not be responsible for job or site safety on the project.
11. **RESTRICTIONS ON USE OF REPORTS:** It shall be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT'S sole risk and responsibility.
12. **LIMITATIONS OF CONSULTANT'S LIABILITY:** The CLIENT agrees to limit AEDA'S liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to AEDA'S professional negligent acts, errors or omission, such that the total aggregate liability of AEDA to those named shall not exceed fifty thousand dollars (\$50,000.00) or 50% of AEDA'S total fee for services rendered on this Project, whichever is the greater.
13. **CONTROLLING LAWS:** The Agreement is to be governed by the Laws of the State of New York.
14. **INSURANCE:** AEDA shall procure and maintain throughout the period of this Agreement, at AEDA'S own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal Laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. AEDA shall not be responsible for any loss, damage or liability beyond the amount, limits and conditions of such insurance.
15. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor AEDA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
16. **ARBITRATION:** All claims, counterclaims, disputes and other matters in question between the parts hereto arising out of or relating to this Agreement or breach thereof may, at the option of AEDA be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the Town of Plattsburgh, Clinton County, New York
17. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as stated in the Agreement.
18. **RIGHT OF ENTRY:** The CLIENT will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. AEDA will take all reasonable precautions to minimize damage to the property. It is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
19. **UTILITIES:** In the prosecution of our work, AEDA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold AEDA harmless for any damages to subterranean structures and utilities.
20. **STANDARD OF CARE:** Services performed by AEDA under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied is made.

21. **RENOVATION/REHABILITATION OF EXISTING BUILDINGS:** Where the work involves remodeling and /or rehabilitation of an existing building, CLIENT agrees that certain assumptions must be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees that, except for negligence on the part of AEDA, CLIENT will hold harmless, indemnify and defend AEDA from and against any and all claims arising out of the professional services provided under this Agreement.
22. **EMPLOYEE RETENTION:** CLIENT agrees not to hire or solicit for employment, for themselves or others, the ENGINEER'S employee during the term of this agreement and for a period of one year thereafter.
23. **ASBESTOS AND HAZARDOUS WASTE:** Where the work involves asbestos and /or hazardous wastes, CLIENT agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. AEDA will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and / or the general public. Such responsibility for safety measures is and shall remain that of the contractor. CLIENT agrees that, except for claims and damages arising from negligent acts, errors or omissions of AEDA, CLIENT will hold harmless, defend and indemnify AEDA from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos, asbestos fibers or hazardous waste.

Nothing in this Agreement shall impose liability on AEDA for claims, lawsuits, expenses of damages arising from, or in any manner related to, the exposure to or the handling, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
24. **SEISMIC DESIGN:** If the project is located in New York State, it will be designed in accordance with the structural requirements of the Building code of New York State.

Otherwise, the structure will have some seismic resistance, however, seismic design will not be incorporated in the structural design of the project unless specifically requested by CLIENT as an additional service.
25. **CONSTRUCTION PHASE SERVICES:** Where AEDA'S services do not include review or site observation of the contractor's work and performance, CLIENT agrees to defend, indemnify, and hold harmless AEDA from any claim or suit whatsoever, including, but limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. AEDA agrees to be responsible for its own sole negligent acts, errors or omissions.

- END OF AGREEMENT -



Architectural &
Engineering
DESIGN
Associates P.C.

2018 FEE SCHEDULE

HOURLY RATES

• Principal Architect/Engineer	\$100.00/hr
• Project Architect/Engineer	\$ 85.00/hr
• Intern Architect/Engineer	\$ 75.00/hr
• Architectural/Engineering Technician	\$ 65.00/hr
• Project Manager	\$ 65.00/hr
• Clerical staff	\$ 40.00/hr

EXPENSES

• 24" x 36" B&W Bond	\$4.00/page
• 24" x 36" Color Bond	\$8.00/page
• 24" x 36" Mylar	\$15.00/page
• 12" x 18" B&W Copies	\$1.50/page
• 12" x 18" Color Copies	\$2.50/page
• 11" x 17" B&W Copies	\$1.25/page
• 11" x 17" Color Copies	\$2.25/page
• 8.5" x 11" Color Copies	\$1.00/page
• 8.5" x 11" B&W copies	\$.15/page
• File Scan to disk	\$10.00
• Postage	Invoice Cost
• UPS/FedEx overnight charges	Invoice Cost
• Consultants	Invoice Cost
• Mileage	\$.60/mile

* All final expenses incurred are plus labor.

** All final invoices of hourly rates and expenses will be subject to a 5% overhead and 5% profit markup.

CITY OF PLATTSBURGH
CONTRACT AGREEMENT
FOR NUISANCE ANIMAL CONTROL

This Agreement made and entered into the 2nd day of January, 2020, by and between THE CITY OF PLATTSBURGH, New York, a municipal corporation with offices at City Hall, 41 City Hall Place, Plattsburgh, New York, hereinafter referred to as the "CITY" and Noah J. Phillips, an individual doing business as Nuisance Wildlife Control, at 137 Taylor Rd, Peru NY, hereinafter referred to as the "Contractor".

WITNESSETH, that the Contractor and the CITY for the considerations stated herein mutually agree as follows:

Article 1. STATEMENT OF WORK

The Contractor is Noah J. Phillips. This contract may not be assigned to another person without the City's written consent.

The contractor shall furnish all transportation, services, equipment and supplies necessary to perform the work. The work is described in exhibit A.

The contractor shall also provide the following insurances, licenses and certifications.

1. General Liability Insurance with the CITY as Names Insured for no less than \$1 million Dollars.
2. Proof of Workers Compensation Insurance Coverage for all employees, (if any).
3. For all vehicles used in the performance of the work, proof of automobile liability insurance coverage with limits of not less than 500,000/1,000,000.
4. A valid Nuisance Wildlife Control Officer license issued by the NYDEC.

Article 2. THE CONTRACT PRICE

The CITY will pay the Contractor a lump sum price of Twenty Five Thousand Dollars (\$25,000.00) for the performance of the work during the year 2020 in twelve monthly installments. The contract price will be paid in monthly installments at the end of each month. Payment vouchers shall be submitted to the Police Department for approval and transmitted by the Police Department to the Chamberlain for payment.

Article 3. THE CONTRACT TERM

This contract shall commence on the 1st day of January, 2020, and terminate on 31st day of December, 2020.

Article 4. STATUTORY COMPLIANCE

The Contractor shall comply with all applicable laws in the performance of the services, including the New York State Agriculture & Markets Law and City Code.

Article 5. TERMINATION

This contract may be terminated by either party on 30 days written notice to the other. If during the term of this contract, the Contractor fails to respond to three calls for service without just cause, the CITY may terminate the contract on 24 hours notice to the Contractor. The parties agree that if either of them has any concerns about the scope or manner of performing the services they will meet, discuss and attempt to resolve their concerns. Upon termination of this contract, the monthly allotted payments to Contractor will cease.

Article 6. JURISDICTION; WAIVER OF JURY TRIAL

Any action or legal proceeding arising out of this Agreement shall be heard in a court of competent jurisdiction in Clinton County, New York. Both parties waive the right to a trial by jury of any claim arising out of this contract.

Article 7. CONTRACTOR STATUS

The Contractor represents to the CITY that he is engaged in the business of animal control; that he has other clients for whom he provides such services; that he has and will supply all tools, equipment and supplies necessary to perform the work; that he is an independent contractor and the compensation paid to him will not be subject to tax or other withholding. The CITY acknowledges and agrees that the CITY will have no control or supervision over the means or methods the Contractor uses to perform the work except to ensure that the Contractor is in compliance of the law.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seals and have executed this Agreement the day and year first above written.

ATTEST:

Noah J. Phillips
(CONTRACTOR)

CITY OF PLATTSBURGH
(OWNER)

By: _____

By: _____

Title: _____

Title: _____

Street: _____

Street: _____

City: _____

City: _____

ATTACHMENT: EXHIBIT A; SCOPE OF SERVICES

EXHIBIT A; SCOPE OF SERVICES

The Contractor shall provide the following services to the City of Plattsburgh and perform such incidental tasks as are necessary to accomplish the work.

1. Investigating and responding to nuisance wildlife complaints concerning nuisance species listed by NYDEC, such as skunks, wood chucks and raccoons. Nuisance wildlife, when possible, shall be trapped with a "have a heart" trap and relocated, but all means of capture and disposal shall comply with DEC laws and regulations.
2. Humane euthanization of severely injured animals and disposal of their carcasses according to the New York State Health Department rules and guidelines.
3. The Contractor shall endeavor to respond to calls concerning sick or injured animals within 20 minutes.
4. Where a domesticated or wild animal does not appear to have sustained a life threatening injury, the Contractor shall: a) in the case of a domestic animal, contact the Police Department for authorization to obtain treatment at a veterinarian; b) in the case of a wild animal, transport the sick, injured or orphaned animal to a wild life rehabilitation center.
5. The Contractor shall not be responsible for paying the cost of an animal shelter or veterinarian services; such costs to be invoiced and paid by the City of Plattsburgh.
6. The Contractor shall submit monthly reports in a form provided by the Police Department (NYSDEC Nuisance Wildlife Control Log) which will include information about complaints received, animals captured, euthanized, impounded, or transported for veterinary care.
7. Participation in court proceedings (when necessary).
8. Contractor will comply with Clinton County Health Department and/or State Department of Health regulations upon encountering any suspected animals infected with rabies or other communicable diseases.



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

Levi Ritter
Chief of Police

December 17, 2019

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

Ladies and Gentlemen:

I respectfully request your approval for a Police Department employee to travel to Goshen, NY for "The Street Smart Cop/Pro-Active Patrol Tactics" training course on 03/23/20 – 03/24/20. This training is being put on at the Orange County Department of Emergency Services. The total cost should not exceed \$546.75 as there is no cost for the training will be paid for by asset forfeiture. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully

A handwritten signature in black ink, appearing to be "L. Ritter", written over a vertical line that serves as a signature separator.

Chief Levi Ritter
Plattsburgh Police Department



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

Levi Ritter
Chief of Police

December 19, 2019

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

Ladies and Gentlemen:

I respectfully request your approval for a Police Department employee to travel to Goshen, NY for "The Street Smart Cop/Pro-Active Patrol Tactics" training course on 03/23/20 – 03/24/20. This training is being put on at the Orange County Department of Emergency Services. The total cost should not exceed \$809.44 as there is no cost for the training will be paid for by asset forfeiture. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a faint circular stamp.

Chief Levi Ritter
Plattsburgh Police Department