



Plattsburgh, New York

Scott Lawliss
Fire Chief

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

MEMO

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

FROM: Fire Chief, Scott Lawliss

DATE: January 2, 2019

RE: Fire and Ambulance Responses

For this week's period: Tuesday, December 18, 2018 to Monday, December 31, 2018
our Department has responded to the following:

Fire Calls	<u>23</u>
	5 alarm activation with investigation
	2 building fires
	1 water leak
	10 EMS assist initiated patient care
	3 MVA with patient care and hazardous mitigation
	2 excessive heat/scorch burn
Ambulance Calls	99
Mutual Aid by CVPH	15

Parrotte, Sylvia

From: Colin Read <readc@plattsburghcitygov.com>
Sent: Friday, December 28, 2018 3:59 PM
To: Parrotte, Sylvia
Subject: Council Resolution

Per Charter section C3-11, I hereby veto the resolution put forward by Councilor Dowdle regarding the Webb Island Bridge/ proposal from the PCSD Board of Education which was acted on at the Common Council meeting held on December 20th. As you know, I announced my decision to defer on my final decision during that same meeting and hereby VETO that resolution via this e-mail.

During our last Council meeting of the year, four members of the Common Council introduced and adopted a resolution regarding the Plattsburgh City School District Board of Education's efforts to pass ownership of their Webb Island Bridge to the City without the traditional benefit of Initial Consideration and subsequent debate among the entire council. After this vote, on advice of our legal counsel, per my authority in the Charter, I announced my deferral on whether to approve or veto this resolution. This allowed me five business days to either affirm or veto the Council's vote. On today's date, after much deliberation, I advised the City Clerk that I have vetoed this resolution.

The basis for my decision is to invoke further discussion from the Council for procedural and substantive reasons.

The procedural reasons are that the vote taken was not over a resolution that specifies a precise City action. That is, the resolution purported to accept the resolution on terms set forth by the Board of Education. Since those terms were not in a format vetted by the City Attorney, it was not clear what specific action was required and I, as Mayor, was not directed or authorized to sign a specific agreement or real property conveyance documents. The Common Council must work with legal counsel to craft a resolution that specifies an action to be taken on the part of taxpayers. The Common Council must also determine whether the previous abstention/recusal declared by one Common Councilor on December 13 no longer applies. This conflict was presumably because the wife of a Councilor works for the school district and hence his family has a financial interest in school district fiscal health.

The substantive issues I ask the council to consider are whether the analysis is correct that replacement of the bridge now is better financially than the temporary repair of some sections, and how shall the Common Council shall budget any future maintenance, repair or replacement plan. If the Common Council wishes to assume ownership of the bridge now that the PSD will no longer be eligible for the payments and consideration it receives from NYSEG, and given that its engineers or contractors will not warrant the bridge for any specified time, the least cost solution may be to use the State funds garnered toward a new bridge that will last generations as opposed to an obsolete bridge that can fail anytime and is unwarrantable. Further, I invite further discourse with our local, county and state partners to formulate a plan that does not place this future potential burden solely on the City taxpayers. Since 1982 to present, this bridge has been owned by the School District. In 1992, the District failed to convey ownership; in 2011 the former Mayor and Council rejected the School District's attempts to pass ownership and in 2017, the City explicitly advised the School District that it was not interested in taking ownership of the District's Bridge and explicitly noted that the 1981 agreement was terminated. Thus there is no legal or contractual obligation on the part of the City. Because of the substantial financial ramifications of this decision, it would be more appropriate to properly deliberate, particularly with the newly seated Council members.

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: "Dec18

REVENUE SOURCE	CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City) 25-2540 BINGO	0.00		0.00
Bingo Licenses (State) 1-0632 G 0632	0.00		0.00
Bingo License Fees 3% 25-2540 BINGO	562.97		562.97
Building Permits 25-2555 PRMTS	0.00		0.00
Circus License 25-2502	0.00		0.00
City Code 12-1255	0.00		0.00
Code Civil Compromise 26-2614	0.00		0.00
Contractor Fees 25-2557 CNTRR	0.00		0.00
Dog Licenses 25-2542 DOGLIC	275.00		275.00
State Neuter/Spay surcharge		46.00	46.00
Extract of Records 12-1255 CLERKF	0.75		0.75
Game of Chance Lic. (City) 25-2541 GAMCHN	20.00		20.00
Game of Chance Lic. (State) 1-0632 G 0632	30.00		30.00
Gas Permits 15-1540 FIRFEE	260.00		260.00
Going Out of Business Lic 25-2509	0.00		0.00
Hauler's Licenses 25-2505 REFLIC	0.00		0.00
Housing Code 21-2110 ZONE	0.00		0.00
Impound Fees 15-1550 PUBPND	100.00		100.00
Interest Temp 1124-2401 INTERE	2.19		2.19
Jeweler's Licenses 25-2503 VNDLIC	0.00		0.00
Marriage Licenses 25-2545 MARRIA	367.50	472.50	840.00
Notary Fees 12-1255 CLERKF	0.00		0.00
Peddler/Vendor Licenses 25-2503 VNDLIC	0.00		0.00
Returned Check Charges 12-1255 CLERKF	0.00		0.00
Sign Permits 25-2590 SIGNPM	0.00		0.00
Specifications T-30 T9300		0.00	0.00
Special Use Permits 21-2110 ZONE	0.00		0.00
Subdivision Fee 21-2110 ZONE	0.00		0.00
Subdivision Ordinance 12-1255 CLERKF	0.00		0.00
Taxi Operator's Licenses 25-2507 TXIPRT	670.00		670.00
Taxi Vehicle Licenses 25-2504 TXIVEH	160.00		160.00
Tree/Stump Removal License 25-2508 TREREM	0.00		0.00
Vital Statistics 16-1603 VITSTA	5200.00		5200.00
Zoning Ordinances 21-2110 ZONE	0.00		0.00
Zoning Variances 21-2110 ZONE	0.00		0.00
OTHER REVENUE			0.00
Riverwalk			
1127-2753	0.00		0.00
Auditorium			
1127-2752	700.00		700.00
Centennial Plaques			
1127-2705	0.00		0.00
Lake Champlain Memorial			
1127-	0.00		0.00
RECOVERED FUNDS			
Telephone			
1-1410000-4414	0.00		0.00
Postage			
1-1410000-4470	0.00		0.00
Print & Copy			
1-1410000-4431	0.00		0.00
DISBURSEMENTS:	\$8,348.41	\$518.50	\$8,866.91
N.Y.S. Dept of Health	\$472.50	Check No 1508	
N.Y.S. Dept of Ag & Mkts	\$46.00	Check No 1509	
		Total Paid Others:	\$518.50
ADJUSTMENT: None			
Shortage/Overage			\$0.00

Chamberlain (Spec. Deposits)
Chamberlain (Net Revenues)

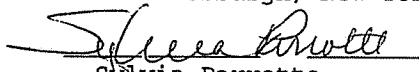
\$0.00
\$8,348.41

Check No
Check No 1510
Amount Due City Chamberlain:

\$8,348.41

\$8,866.91

Dated at Plattsburgh, New York


Sylvia Parrotte,
City Clerk

02-Jan-19

Local Law No. P-1 of the year 2019 - Council Override of Tax Cap.

Introduced by Mayor Read on December 20, 2018 at a Regular Meeting of the Common Council.

Public Hearing held on Thursday, January 3, 2019 at 5:00pm in the Council Chambers, 41 City Hall Place, Plattsburgh, NY 12901.

Be it enacted by the Common Council of the City of Plattsburgh as follows:

A local law authorizing Common Council to adopt a 2019 tax levy in excess of the limit established by NYS General Municipal Law Section 3-c.

This Local Law shall take effect immediately upon approval by the Mayor and filing with the New York Secretary of State.

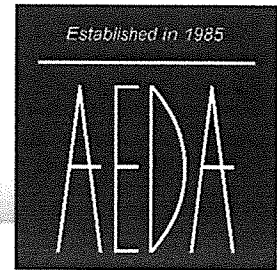
At a Regular Meeting of the Common Council held on _____

By Councilor _____; Seconded by Councilor _____

Roll Call:

Absent:

Architectural & Engineering Design Associates, P.C.



December 13, 2018

City of Plattsburgh
Dean C. Schneller, Corporation Counsel
41 City Hall Place
Plattsburgh, NY 12901

RE: City of Plattsburgh – Rugar Street Property Annexation

Dear Mr. Schneller:

Architectural & Engineering Design Associates, P.C. (AEDA) is pleased to provide this proposal for architectural/engineering consulting services for the above-mentioned project. Specifically we will provide preliminary planning and technical representation for the annexation process.

AEDA, P.C. is prepared to provide professional services for the City's project on a time plus materials basis. Attached is our current hourly rate schedule. Monthly invoices for the project will be submitted to you outlining the time and materials provided by AEDA to complete the project.

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 \$2,000.00 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.

If you have any questions, feel free to contact me.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Abdallah', is written over the typed name.

James A. Abdallah, P.E.
Vice President

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

This is an Agreement made as of December 13, 2018 between City of Plattsburgh

of c/o – Dean Schneller, 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 13, 2018

B. CLIENT agrees to pay AEDA as compensation for services as follows: See attached proposal letter dated December 13, 2018

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 \$2,000.00

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:

City of Plattsburgh
(Client's Name)

BY:

(Authorized Signature/Date)

TITLE: _____

(Authorized Signature/Date)

TITLE: _____

AGREED TO:

Architectural & Engineering Design Assoc. PC

BY: James A. Abdallah, P.E.


(Authorized Signature/Date)

TITLE: Vice 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.

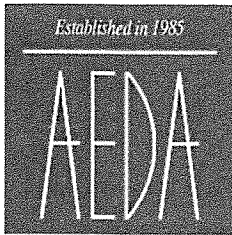
6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In 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.