

03/25/2020 11:15  
14271bee

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

P 1  
picvixpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 03/18/20 TO 03/24/20



COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	3
PROPERTY MAINTENANCE	4
DEPARTMENT TOTALS	7
REPORT TOTALS	7

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

03/25/2020 11:15  
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CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

P 2  
picivrt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 03/18/20 TO 03/24/20

REFERENCE LOCATION

AREA SOURCE

RESPONSIBLE PARTY SEVERITY

CREATED  
COMPLETED

COMPLAINT/VIOLATION

COMMENT

1966 117 BRINKERHOFF ST

JOHN J MOSSEY

03/19/2020

VIOLATION

SEVERITY

AREA

COMPLY BY COMPLETED

6 DAYS OPEN

GARBAGE UNCONTAINED GARBAGE ON PROPERTY

STEPS  
INITIAL INSPECT  
NOTICE  
REINSPECT  
ORDER PICK UP

ACTION TYPE  
INSPECTION  
NOTICE  
INSPECTION  
OTHER

STATUS  
DONE  
NEW  
NEW  
NEW

NOTICE

SCHEDULED  
03/20/20  
03/24/20

STARTED

COMPLETED  
03/23/20

INSPECTION INSPECTOR  
COMPLAINT JIM WELCH  
COMPLAINT JIM WELCH

REQUESTED  
03/20/20

SCHEDULED  
03/20/20

RESULTS

FEE AMOUNT  
.00  
.00

COMPLAINT/VIOLATION TOTALS

.00

1971 23 SMITH ST

RYAN T LATINVILLE

03/23/2020

VIOLATION

SEVERITY

AREA

COMPLY BY COMPLETED

2 DAYS OPEN

PROPERTY MAINTENANCE  
JUNK PILED UP IN DRIVEWAY

STEPS  
INITIAL INSPECT  
NOTICE  
FOLLOW UP  
ORDER REMEDY  
APPEARANCE TICKET

ACTION TYPE  
INSPECTION  
NOTICE  
INSPECTION  
NOTICE  
OTHER

STATUS  
NEW  
NEW  
NEW  
NEW  
NEW

NOTICE

SCHEDULED  
03/25/20

STARTED

COMPLETED

INSPECTION INSPECTOR  
COMPLAINT KYLE BURDO  
COMPLAINT KYLE BURDO

REQUESTED  
03/25/20

SCHEDULED  
03/25/20

RESULTS

FEE AMOUNT  
.00  
.00

COMPLAINT/VIOLATION TOTALS

.00

1965 23 TOM MILLER RD

SARAH FORKEY

03/19/2020

VIOLATION

SEVERITY

AREA

COMPLY BY COMPLETED

6 DAYS OPEN

PROPERTY MAINTENANCE  
GARBAGE/BOXES PILING UP OUTSIDE HOME. MANY STRAY CATS ON PROPERTY. CONCERN FOR OTHER FORMS OF NUISANCE ANIMALS BECOMING A P  
ROBLEM WITH THE AMOUNT OF RUBBISH ON PROPERTY. ALSO CONCERN FOR FOUL ODORS AS WEATHER BECOMES WARMER.

STEPS  
INITIAL INSPECT  
NOTICE  
FOLLOW UP  
ORDER REMEDY  
APPEARANCE TICKET

ACTION TYPE  
INSPECTION  
NOTICE  
INSPECTION  
NOTICE  
OTHER

STATUS  
NEW  
NEW  
NEW  
NEW  
NEW

NOTICE

SCHEDULED  
03/05/20

STARTED

COMPLETED

LETTER

03/25/2020 11:15  
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CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

3  
picvtrpt



DEPARTMENT: Building Inspector

REPORTING PERIOD: 03/18/20 TO 03/24/20

REFERENCE	LOCATION	AREA	RESPONSIBLE PARTY	CREATED
CASE		SOURCE	SEVERITY	COMPLIED

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	03/05/20	03/05/20		.00
COMPLAINT	NICK WALKER				.00

COMPLAINT/VIOLATION TOTALS .00

1967 36 COUCH ST 03/19/2020

VIOLATION	SEVERITY	EMAIL	KEL PROPERTIES LLC	COMPLY BY	COMPLIED	6 DAYS OPEN
GARBAGE	0	AREA				
DRYER AND DISHWASHER LEFT IN FRONT YARD						

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE		03/20/20		03/20/20
NOTICE	NOTICE	NEW		03/21/20		
REINSPECT	INSPECTION	DONE				03/23/20
ORDER PICK UP	OTHER	NEW		03/24/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	03/20/20	03/20/20		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

1969 40 ELIZABETH ST 03/23/2020

VIOLATION	SEVERITY	EMAIL	RICHARD J PILON	COMPLY BY	COMPLIED	2 DAYS OPEN
PROPERTY MAINTENANCE	0	AREA				
DOG FECES IN DRIVEWAY. JUNK IN YARD.						

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/25/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPEARANCE TICHE	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	03/25/20	03/25/20		.00
COMPLAINT	KYLE BURDO				.00

COMPLAINT/VIOLATION TOTALS .00

1968 62 COUCH ST 03/20/2020

VIOLATION	SEVERITY	EMAIL	MOUNTAIN HARBOR PROPERTIES LLC	COMPLY BY	COMPLIED	5 DAYS OPEN
GARBAGE	0	AREA				
STOVE IN DRIVEWAY						

03/25/2020 11:15  
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CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

P 4  
picv1rpt  
COMPLIED

REPORTING PERIOD: 03/18/20 TO 03/24/20

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

STEPS  
INITIAL INSPECT ACTION TYPE STATUS  
NOTICE INSPECTION DONE  
REINSPECT NOTICE NEW  
ORDER PICK UP INSPECTION NEW  
OTHER  
INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
COMPLAINT JIM WELCH 03/21/20 03/21/20  
COMPLAINT JIM WELCH  
COMPLAINT/VIOLATION TOTALS .00

1970 67 ELIZABETH ST PIERRE SABA 03/23/2020  
VIOLATION SEVERITY 0  
PROPERTY MAINTENANCE  
JUNK PILED UP - VACANT LOT  
STEPS  
INITIAL INSPECT ACTION TYPE STATUS  
NOTICE INSPECTION NEW  
FOLLOW UP NOTICE NEW  
ORDER REMEDY INSPECTION NEW  
APPEARANCE TICKET OTHER LETTER  
INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
COMPLAINT KYLE BURDO 03/25/20 03/25/20  
COMPLAINT KYLE BURDO  
COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS  
COMPLAINT/VIOLATION ACTIVITY 03/18/20-03/24/20: 7 COMPLAINTS/VIOLATIONS 0 COMPLETED .00  
REPORT TOTALS  
COMPLAINT/VIOLATION ACTIVITY 03/18/20-03/24/20: 7 COMPLAINTS/VIOLATIONS 0 COMPLETED .00

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



**Plattsburgh Police Department**

45 PINE STREET

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

**LEVI J. RITTER**

Chief of Police

March 6, 2020,

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

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for February 2020.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "LJ Ritter", written over a horizontal line.

Chief Levi J. Ritter  
Plattsburgh Police Department

## PARKING VIOLATIONS BUREAU

### Monthly Report for February 2020

	<u>Feb 2020</u>	<u>Feb 2019</u>
TICKETS ISSUED:	109	360
TICKETS COLLECTED:	96	310
REVENUE FOR MONTH:	\$3,947.50	\$7,803.50

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### YEAR TO DATE TOTALS:

	<u>Feb 2020</u>	<u>Feb 2019</u>
TICKETS ISSUED:	338	860
TICKETS COLLECTED:	283	615
REVENUE:	\$10,187.50	\$15,079.25

COMPARISON:      Parking tickets issued for Feb. 2020: DOWN: 251  
                      Parking tickets collected for Feb. 2020: DOWN: 214  
                      Revenue for Feb. 2020: DOWN: \$3,856.00  
                      Amount Dismissed: \$730.00

Breakdown for February 2020

CITY OF PLATTSBURGH PARKING TICKET SYSTEM

2/29/2020

SUMMARY OF PARKING TICKETS - BY OFFICER

VL --DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	2	2	0	0	0	75
2 NO PARKING	1	1	4	0	5	75
3 OVERTIME 10 MIN	0	0	0	0	0	103
4 OVERTIME 30 MIN	0	0	0	0	0	0
5 OVERTIME 2 HRS	0	0	0	0	0	0
6 NO STAND/STOP	1	1	0	0	0	0
7 FIRE HYDRANT	0	0	2	2	2	25
8 FIRE LANE	0	0	0	0	0	100
10 BLOCKING SIDEWALK	0	0	0	0	0	0
11 LEFT WHEEL CURB	0	0	0	0	0	0
12 BLOCKING XWALK	0	0	1	1	1	0
13 BLOCK DRIVEWAY	0	0	1	1	1	18
14 LOADING ZONE	0	0	0	0	0	35
15 DOUBLE PARK	0	0	0	0	0	0
16 TOO CLOSE INTERSE	0	0	0	0	0	0
18 OBST. LANE	0	0	1	1	1	0
19 TAXI ONLY	0	0	0	0	0	35
20 BUS STOP	0	0	0	0	0	0
22 WRONG WAY	0	0	0	0	0	0
23 EMPLOYEE PERMIT	0	0	0	0	0	0
24 PARKING BAN	0	0	0	0	0	0
25 UNINSPECTED	0	0	0	0	6	307
26 OVERTIME PARKING	0	0	0	0	0	0
27 OVERTIME 4 HOUR	0	0	0	0	0	0
40 UNREGISTERED	0	0	1	1	1	0
41 DOUBLE PARK	0	0	0	0	0	74

42 NO PARKING	0	0	0	0	0.00	0.00
43 NO STANDING	0	0	0	0	0.00	0.00
44 SIDEWALK	0	0	0	0	0.00	0.00
45 INTERSECTION	0	0	0	0	0.00	0.00
46 CROSSWALK	0	0	0	0	0.00	0.00
47 ZONE/CURB	0	0	0	0	0.00	0.00
48 CONSTRUCTION	0	0	0	0	0.00	0.00
52 HIGHWAY	0	0	0	0	0.00	0.00
53 RDW/ROW	0	0	0	0	0.00	0.00
54 DRIVEWAY/BLOCKED	0	0	0	0	0.00	0.00
55 TAXI ZONE	0	0	0	0	0.00	0.00
56 BUS ZONE	0	0	0	0	0.00	0.00
57 CROSSWALK 20'	0	0	0	0	0.00	0.00
60 OBST. SIDEWALK	0	0	0	0	0.00	0.00
62 FIRE HYDRANT	0	0	0	0	0.00	0.00
63 UNLAWMOV	0	0	0	0	0.00	0.00
64 WWY2WAY	0	0	0	0	0.00	0.00
65 WWY1WAY	0	0	0	0	0.00	0.00
67 ANGLE	0	0	0	0	0.00	0.00
68 OVERLINE	0	0	0	0	0.00	0.00
69 OVERTIME 10 MIN	0	0	0	0	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	0.00	0.00
81 HANDICAP	0	0	0	0	0.00	0.00
82 TRAILER	0	0	0	0	0.00	0.00
86 SNOW BAN	0	0	0	0	0.00	0.00
87 LIM SNOW BAN	0	0	0	0	0.00	0.00
88 UNINSPECTED	0	0	0	0	0.00	0.00
89 UNREG MV	0	0	0	0	0.00	0.00



90 NO PARKING EVEN	0	0	0	0	0.00	0.00
91 NO PARKING ODD	0	0	0	0	0.00	0.00
92 NO PARK 7AM-5PM	0	0	0	0	0.00	0.00
94 MEDIAN	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	0	0	0.00	0.00
96 30' SIGN/INTERSECTN	0	0	0	0	0.00	0.00
97 NO ACCESS/HDCP	0	0	0	0	0.00	0.00
98 12" CURB	0	0	0	0	0.00	0.00
99 12"CURB 1 WAY	0	0	0	0	0.00	0.00
101 FACING WRONG2W	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	9	9	0	0	351.00	351.00
110 EXCEEDED 90 MIN	0	0	0	0	0.00	0.00
111 FRONT YARD	0	0	0	0	0.00	0.00
199 PARKING BAN	0	0	9	285	371.00	1,338.00
200 OVERTIME PARKING	0	0	18	72	292.50	1,344.00
201 PARKING ban	0	0	64	212	2,697.00	9,659.00
202 CITY ROW	0	0	0	0	0.00	0.00
Other	0	0	1	21	0.00	0.00
TOTALS:	4	4	105	334	3,865.50	13,183.00

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254 109

TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 338

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93% 3.67 %

PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDLS = 83. 96.33 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93% 1.18 %

PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDLS = 83.0. 98.82 %

# BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 03/15/2020 00:00 TO 03/22/2020 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	1	0	1	0	1	0	0	3
ABC VIOLATIONS	0	0	0	0	0	0	0	0	0	0	1	0	0	1
AIDED MEDICAL	0	0	0	0	1	0	0	0	0	1	0	1	0	3
ALARM	0	1	0	1	2	0	1	1	0	0	0	0	0	6
ANIMAL DOMESTIC	0	0	0	0	0	0	0	1	0	1	0	0	0	2
ASSAULT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
BEAT MONITORING	0	2	0	0	0	0	0	0	0	0	0	0	0	2
BKGRND INVST CIVILIAN	0	0	0	0	0	0	10	6	0	0	0	0	0	16
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	0	0	0	0	2	1	0	0	0	0	0	0	3
DEATH INVEST	0	0	0	0	0	1	0	0	0	0	0	0	0	1
DISORDERLY PERSONS	0	1	1	0	0	0	1	0	0	0	2	1	0	6
DOMESTIC	0	1	1	1	0	0	0	1	1	1	3	2	1	12
DOOR UNLOCKING	0	0	0	0	1	0	1	0	0	0	0	0	1	3
DRUG INVESTIGATION	0	0	0	0	0	2	1	0	1	0	1	0	0	5
DWI / IMPRD / DRUGS	0	0	0	0	0	0	0	0	0	0	0	0	1	1
EMOTIONALLY DISTURBED PERSON	0	0	0	0	0	0	0	0	1	0	2	1	0	4
FINGERPRINTING	0	0	0	0	0	1	0	1	0	0	0	0	0	2
FOOT PATROL	0	0	2	0	0	0	0	0	0	0	0	0	3	5
HARASSMENT	0	0	0	0	1	0	1	0	0	0	0	1	0	3
INSECURE PROPERTY	0	0	0	0	0	0	0	0	0	0	0	1	1	2
JUVENILE	0	0	0	0	0	0	0	0	1	0	1	0	1	3
LARCENY	0	0	0	0	0	1	3	0	0	1	1	0	1	7
LOST AND FOUND	0	0	1	0	0	0	1	1	2	2	0	0	1	8
M/V ACCIDENT	0	0	0	0	2	2	1	1	3	0	0	0	0	9
M/V OFFENSE	0	0	0	0	0	0	0	0	0	2	0	0	0	2
MEDIATION-NO OFFENSE	0	0	0	0	0	0	1	0	0	0	0	0	0	1
MISC CALLS	0	0	0	0	0	0	2	0	1	3	3	2	3	14

MISC OFFENSES	0	1	0	0	0	0	0	1	0	0	0	0	0	2
MISSING PERSON	0	0	0	0	0	0	0	0	1	0	0	0	0	1
NEIGHBOR CRISIS	0	0	0	0	0	0	0	0	0	0	0	1	0	1
NOISE VIOLATION	0	5	0	0	0	0	0	3	1	1	1	1	2	18
OUTSIDE AGENCY ASSIST	0	0	0	0	0	1	1	0	0	0	0	0	0	1
PAROLE NOTIFICATION	0	0	0	0	0	1	1	1	0	0	0	0	0	2
PRISONER TRANSPORT	0	0	0	0	0	1	0	0	0	0	0	1	0	2
REPOSESSION	0	0	0	0	0	0	0	0	0	0	1	0	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	2	1	0	0	0	0	0	3
SERVICES	0	0	0	0	0	3	0	0	0	0	0	0	0	3
SEX CRIMES	0	0	0	0	0	0	0	1	0	0	0	0	0	1
SEX OFFENDR REGISTRATION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
SICK LEAVE	0	0	1	0	0	0	0	0	1	0	0	0	0	2
SUSPICIOUS ACTIVITY RPT	0	0	1	0	0	0	1	0	0	0	0	1	0	3
TRAFFIC STOP	0	4	1	1	0	0	1	2	3	0	2	3	5	22
TRESPASSING	0	0	0	0	0	0	2	0	1	1	0	0	1	5
WELFARE CHECK	0	1	0	0	0	0	1	1	3	4	1	2	1	14

Totals: 0 16 9 3 7 15 37 20 20 18 21 18 24 208

## BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 03/22/2020 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	4	4	0	2	2	2	0	6	1	3	6	1	31
ABC VIOLATIONS	0	12	0	0	0	0	0	1	0	0	1	0	2	16
ABSCONDED	0	1	0	0	0	0	1	0	1	0	0	0	1	4
ADMINISTRATIVE	0	1	2	2	0	1	1	2	0	2	2	3	0	16
AIDED MEDICAL	0	7	4	3	2	2	7	6	9	3	13	7	6	69
ALARM	0	5	11	5	7	8	9	4	6	3	5	1	3	67
ANIMAL DOMESTIC	0	1	2	1	0	3	1	5	2	3	2	4	4	28
ANIMAL WILD	0	0	0	0	0	0	1	1	0	0	0	0	0	2
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	1	2	0	3	0	1	0	0	2	1	2	0	12
BEAT MONITORING	0	21	10	0	0	0	0	0	0	0	1	0	0	32
BKGRND INVST CIVILIAN	0	0	0	6	27	57	53	16	5	1	0	0	0	165
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	0	0	0	0	0	0	1	1	4	0	6
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	1	2	0	3
CITY CODE VIOLATION	0	0	0	0	0	2	1	0	0	1	4	0	0	8
CRIMINAL MISCHIEF	0	0	0	0	0	6	3	2	5	3	2	0	0	21
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	0	1	1	2	1	1	0	0	0	1	1	8
DISORDERLY PERSONS	0	10	7	3	0	2	5	4	3	6	7	1	6	54
DOG SEIZURE	0	0	0	0	0	0	0	1	1	1	0	0	0	3
DOMESTIC	0	5	6	5	2	2	5	4	6	9	12	11	11	78
DOOR UNLOCKING	0	0	1	1	6	4	15	11	11	11	8	2	4	74
DRUG INVESTIGATION	0	1	1	0	2	7	5	9	11	4	3	4	2	49
DWI / IMPRD / DRUGS	0	0	2	0	1	0	0	0	0	0	0	0	3	6
EMOTIONALLY DISTURBED PERSON	0	2	3	3	0	3	3	6	4	4	6	5	11	50
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FINGERPRINTING	0	0	0	0	2	15	25	24	11	5	3	2	0	87

FIRE	0	0	0	0	0	0	1	0	0	0	0	1	1	3
FOOT PATROL	0	9	10	4	0	3	3	2	4	4	1	5	10	55
FRAUD	0	0	0	0	0	0	1	3	1	1	0	1	0	7
HARASSMENT	0	2	1	0	2	3	6	7	7	5	2	8	5	48
INSECURE PROPERTY	0	5	5	1	0	0	0	0	0	0	0	1	3	15
JUVENILE	0	0	0	0	1	5	5	5	5	2	2	0	3	28
LARCENY	0	3	0	0	3	5	13	10	12	8	7	3	3	67
LOST AND FOUND	0	2	6	1	3	8	4	9	10	8	4	1	3	59
M/V ACCIDENT	0	1	1	0	6	15	20	32	49	26	15	5	5	175
M/V OFFENSE	0	2	1	0	0	1	2	2	0	3	3	4	6	24
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIJUANA INVST	0	0	0	0	0	1	0	0	0	1	0	1	0	3
MEDIATION-NO OFFENSE	0	0	1	0	0	0	5	1	1	0	1	0	0	9
MISC CALLS	0	6	5	2	2	6	10	15	15	12	10	11	13	107
MISC OFFENSES	0	3	0	0	0	5	4	2	4	2	1	2	0	23
MISSING PERSON	0	0	0	0	3	1	1	1	0	1	1	0	0	8
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	0	0	0	0	3	2	3	1	2	4	2	1	18
NOISE VIOLATION	0	27	12	3	1	5	7	6	6	14	9	17	23	130
OPEN CONTAINER	0	0	0	0	0	0	0	0	0	0	0	0	1	1
OUTSIDE AGENCY ASSIST	0	1	1	0	0	3	0	2	4	2	1	0	1	15
PARKING VIOLATIONS	0	6	1	1	1	0	5	11	8	2	3	2	0	40
PAROLE NOTIFICATION	0	0	0	0	0	7	10	8	2	0	0	0	0	27
PRISONER TRANSPORT	0	0	1	0	3	24	1	4	2	3	4	1	0	43
PROPERTY RETRIEVAL	0	0	0	0	0	0	3	2	6	4	1	6	1	23
REPOSESSION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	4	7	2	7	0	0	0	0	20
SERVICES	0	4	3	3	2	5	3	8	3	6	1	4	3	45
SEX CRIMES	0	0	0	0	0	1	3	6	3	2	4	0	0	19
SEX OFFENDR REGISTRATION	0	0	0	0	0	22	15	4	8	2	1	0	0	52
SICK LEAVE	0	0	5	11	7	2	6	7	24	13	4	1	7	87
SUSPICIOUS ACTIVITY RPT	0	1	8	1	2	2	4	4	4	3	4	10	8	51
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	1	1	4	0	7

TRAFFIC STOP	0	43	30	5	0	8	23	12	17	17	25	95	104	379
TRESPASSING	0	1	6	1	2	1	5	2	6	3	3	1	6	37
WARRANT	0	3	1	1	0	2	1	2	2	5	1	4	0	22
WELFARE CHECK	0	10	3	1	2	10	15	21	14	16	16	18	9	135
Totals:	0	200	158	68	96	268	327	290	307	231	204	263	273	2685

## **CONSTRUCTION ACCESS LICENSE AGREEMENT**

This Construction Access License Agreement ("Agreement") dated as of this \_\_\_\_ day of March, 2020 (the "Effective Date"), is entered into by and between St. John's Church ("Licensor"), a religious organization with offices at 7 Margaret Street, Plattsburgh, NY 12901, and the City of Plattsburgh ("Licensee"), a municipal corporation organized and existing under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, NY 12901.

### **RECITALS**

Licensor is the owner of certain real property in the City of Plattsburgh, New York more particularly described as tax map parcel 207.19-3-17 ("Licensor's Property").

The Licensee owns and maintains publicly accessible vehicular thoroughfares and pedestrian sidewalks which adjoin the Licensor's Property to the north and west. To the north is the vehicular thoroughfare known as Division Street. As part of improvements planned by Licensee, the abandonment of Division Street and the incorporation of that thoroughfare's former footprint into a new municipal parking lot to be constructed to the north of Licensor's Property are proposed. As part of the proposed municipal parking lot (the "Arnie Pavone Memorial Parking Plaza" or "APMPP"), the improvement of a section of an existing, publicly accessible pedestrian sidewalk on Licensor's property is proposed.

Licensee intends to construct the improvements to the sidewalk which is located on Licensor's Property along its northern border. These improvements will require Licensor to grant access to a ten (10) feet by ten (10) feet area located at the northwest corner of Licensor's Property.

For the purposes of this Agreement, the term "Improvements" shall be defined as the replacement of a section of the existing pedestrian sidewalk along the northern border of Licensor's Property in order to remove the ramped section of the sidewalk and carry the new sidewalk straight across the former footprint of Division Street at the traditional sidewalk height along Oak Street.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

#### **1. Incorporation of Recitals**

The foregoing recitals shall be incorporate into this Agreement as if stated herein.

#### **2. Grant of License**

Licensor hereby grants and conveys to Licensee, its successors, assigns, employees, contractors, and agents, privilege and permission to enter over and upon the portion of Licensor's Property with the dimensions shown on the map attached as Exhibit A (the "License Area") and construct

the Improvements (the "License). The License Area is 10 feet wide by 10 feet long and is located at the northwest corner of Licensor's Property with its northern and western boundaries coterminous with those of Licensor's Property.

The License shall be for the limited purpose of accessing Licensor's Property and constructing the Improvements as defined above, subject to the terms and limitations set forth below.

Licensee is permitted to close, on a temporary basis, those parking areas owned by Licensor necessary to accomplish the construction of the Improvements. Licensee shall use reasonable best efforts to minimize the duration of any temporary closure of parking areas owned by Licensor.

The License shall cease and be terminated as pursuant to this Agreement.

3. **Term**

The License shall be granted for a term commencing on April 1, 2020 and ending on the date construction of the APMPP is completed (the "Term").

4. **Indemnity**

Licensee shall indemnify and defend Licensor for, and shall hold Licensor harmless from and against, any and all liabilities, suits, actions, demands, judgments, losses, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees and disbursements (collectively, "Loss-and-Expense"), which may be imposed upon, incurred by, or asserted against Licensor, occurring or arising out of or in connection with any of the following:

- A. The Improvements as defined above;
- B. Licensee's occupancy or use of the License Area;
- C. The exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement;
- D. Activities of Licensee related to the License (except to the extent that such Loss-and-Expense shall have been caused by the negligence or intentionally tortious acts of Licensor, Licensor's activities in the License Area in contravention of this Agreement, or Licensor's failure to perform or comply with any of the covenants, agreements, terms and conditions in this Agreement on Licensor's part to be kept, performed or complied with) including, without limitation, the following:
  - i. the performance of any work or thing done by Licensee in, on or about the License Area, or with respect to the Improvements, the License, or any part thereof;



- ii. the use or occupation of the License Area by Licensee or the possession, ownership, use, non-use, alteration, or repair of the Improvements or any part thereof by Licensee;
- iii. any act or failure to act on the part of Licensee in or on the License Area in connection with the Improvements, Licensee's occupancy or use of the License Area, the exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement, or activities of Licensee related to the License;
- iv. any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on Licensee's part to be kept, observed, performed or complied with;
- v. any accident, injury (including death) or damage to any person or property occurring in or on the License Area directly arising out of the Improvements, Licensee's occupancy or use of the License Area, the exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement, or activities of Licensee related to the License;
- vi. any failure on the part of Licensee to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in any contracts and agreements to which Licensee is a party and which affect the License Area, on Licensee's part to be kept, observed or performed.

The obligations of Licensee under this Agreement shall not be affected in any way by the absence in any case of insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the License Area or Licensee's activities under this Agreement.

If any claim, action or proceeding is made or brought against Licensor by reason of any event to which reference is made in Section 4 of this Agreement, then, upon demand by Licensor, Licensee shall resist or defend such claim, action or proceeding in Licensor's name, if necessary, by the attorneys for, or approved by, Licensee's insurance carrier (if such claim, action or proceeding is covered by insurance) or by such other attorneys as Licensor shall approve, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensor may at its expense engage its own attorneys to defend it or to assist it in its defense of such claim, action or proceeding.

For purposes of Section 4 of this Agreement, the term "Licensor" shall include, and shall be deemed to include, the officers, employees, contractors and agents of Licensor and the term "Licensee" shall include, and shall be deemed to include, the officers, officials, directors, agents, contractors, subcontractors, employees, invitees, and licensees of Licensee. The provisions of Section 4 of this Agreement shall survive the expiration or termination of this Agreement, provided that the events, conditions, acts or omissions upon which such Loss-and-Expense is based occur or exist during the Term and prior to the termination of this Agreement.

Licensor shall not settle any claim, action or proceeding covered by this indemnity without Licensee's consent unless the effect of such settlement is to release Licensee from all liability in connection with such claim, action, or proceeding (without cost or expense to Licensee).

5. **Termination of Agreement**

Licensee shall be in default of this Agreement if Licensee breaches any material provision hereof, and said breach is not cured by the Licensee within sixty (60) days of receipt of written notice of said breach from the Licensor, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon Licensee's failure to cure its breach within such time as described in Section 5 of this Agreement, Licensor shall have the right to terminate this Agreement for default, and to pursue such remedies as may be available in law or equity.

6. **Authority**

The undersigned persons executing this Agreement on behalf of Licensor and Licensee represent that they are duly authorized and have been fully empowered by Licensor or Licensee, as applicable, to execute and deliver this Agreement.

7. **Maintenance**

Licensee shall at all times during the Term, at Licensee's sole cost and expense: (i) maintain the Improvements in good repair; and (ii) restore promptly any damage to the License Area or any part thereof or improvements thereon to the extent caused by the existence of the Improvements, or the exercise of Licensee's rights or the performance of its obligations hereunder, except in the event of damage caused by the negligence or willful misconduct of the Licensor. This Section 7 shall survive the expiration or termination of this Agreement.

8. **Protection of Property**

Licensee assumes the risk of, and shall be responsible for, any loss or damage to real and personal property of Licensor within the License Area occurring during the Term, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of Licensee, its officers, employees, licensees, or any person, firm, company, agent or others engaged by Licensee as an expert, consultant, specialist or contractor in connection with the License or the exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement.

9. **Entire Agreement**

This Agreement constitutes the entire agreement between Licensor and Licensee and may not be amended or modified, nor any term or provision hereof waived or discharged, except in writing signed by both Licensor and Licensee.

10. **Notices**

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, by Federal Express or by registered or certified United States mail, return receipt requested, properly addressed to the addresses below. Notice shall be deemed given upon delivery, if personally delivered, or, if mailed, three (3) days after deposit in an official receptacle:

To Licensee: City of Plattsburgh  
Office of the Mayor  
41 City Hall Place  
Plattsburgh, NY 12901

To Licensor: St. John's Church  
7 Margaret Street  
Plattsburgh, NY 12901

11. **Governing Law and Venue**

This Agreement and any and all matters arising therefrom or hereunder shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflicts of law).

12. **Severability**

If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of this Agreement shall remain in full effect.

13. **No Recourse**

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of the Licensee, whether in office during the Term or after the Term, for any claim based upon this Agreement.

14. **Authorization**

This License Agreement was authorized to be executed by resolution of the Common Council of the City of Plattsburgh adopted at a regular meeting held on March \_\_\_\_, 2020.

IN WITNESS WHEREOF, the Parties, as evidenced by the signature of their duly authorized agents, do hereby execute this Agreement this \_\_\_\_ day of March, 2020.

**LICENSEE:**

City of Plattsburgh

Signature: \_\_\_\_\_

Name / Title: Colin Read, Mayor

Date: \_\_\_\_\_

**LICENSOR:**

St. John's Church

Signature:  \_\_\_\_\_

Name / Title: REVEREND KEVIN D McEWAN

Date: 3-18-2020

STATE OF NEW YORK

COUNTY OF CLINTON

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared COLIN READ, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed as the Mayor of the City of Plattsburgh.

STATE OF NEW YORK

COUNTY OF CLINTON

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed as the duly authorized member of St. John's Church.



11 British American Boulevard, Suite 200  
Latham, New York 12180  
tel: 518 782-4500

March 18, 2020

Mr. Jonathan Ruff, P.E.  
Environmental Manager  
Environmental Services Department  
41 City Hall Place  
Plattsburgh, NY 12901

Subject: Water Resource Recovery Facility (WRRF) Mitigation Project  
Amendment 3 – Aeration Upgrades WIIA Assistance

Dear Mr. Ruff:

Camp Dresser McKee & Smith (CDM Smith) is pleased to present the City of Plattsburgh (City) with this proposal for professional engineering services related to assisting the City in developing a NYS Water Infrastructure Improvement Act (NYS Water Grant) application for aeration system improvements at the City's Water Resource Recovery Facility (WRRF).

### **Project Understanding**

CDM Smith understands the City is interested in submitting a NYS Water Grant application to help offset the cost of upgrading the WRRF aeration system along with submitting for financing through the Clean Water State Revolving Fund (CWSRF).

The City previously received an Environmental Protection Fund Local Waterfront Revitalization Program grant from the New York State Department of State (NYSDOS) Division of Coastal Resources to study potential mitigation options for impacts associated with WRRF which is located at the confluence of the Saranac River and Lake Champlain. The goal of the project was to minimize the impacts the WRRF has on the adjacent Dock Street Landing property, new waterfront park, and adjoining waterfront recreational and tourism amenities. CDM Smith assisted the City with this work by preparing a Wastewater Treatment Facility Mitigation Final Feasibility Study (Feasibility Study) in 2011, which recommended various improvements to the WRRF including aeration system upgrades.

In 2013, CDM Smith prepared a Wastewater Treatment Facility Mitigation Preliminary Design Report that included preliminary design information for the aeration system upgrades. In 2017, CDM Smith prepared a WRRF Upgrades Engineering Report in support of a NYS Water Grant application. The report included updated aeration system design information based on current flow and load but did not re-assess the technology selections. The opinion of probable construction cost





Mr. Jonathan Ruff, P.E.

March 18, 2020

Page 2

included in the report was based on an escalation of the cost presented in the 2011 Feasibility Study.

## **Scope of Work**

CDM Smith's scope of work presented below is broken into two elements, engineering report preparation and NYS Water Grant/CWSRF finance application assistance.

### **CWSRF Engineering Report**

CDM Smith will prepare an Engineering Report that meets the requirements of the CWSRF Engineering Report outline published by the New York State Environmental Facilities Corporation (NYSEFC). To accomplish this, CDM Smith intends to re-purpose most of the information contained in the June 2017 Engineering Report with some additional analyses and updates as presented below.

- Obtain and analyze the past three years of plant operating data to confirm design conditions.
- Update projections for future growth within the sewer system or high strength waste received at the WRRF that the aeration system may need to process.
- Obtain updated vendor quotes for aeration equipment.
- Review the previously defined electrical modifications and confirm they are still appropriate with the City.
- Prepare a current opinion of probable cost of construction.

CDM Smith will summarize the above activities in a Draft CWSRF Engineering Report and submit it to the City in PDF format for review. We will then conduct a review conference call to discuss the City's comments, update the report accordingly and submit a Final Report also in PDF format.

### **NYS Water Grant & CWSRF Application Assistance**

CDM Smith and the City will need to jointly prepare many of the supporting documents that need to be submitted to form a full application. A summary of the primary items is presented below.

#### *NYS Water Grant Application Form*

CDM Smith will prepare the grant application document for the City's review and signature. We assume it will be the same fillable PDF form utilized in previous rounds of the NYS Water Grant Program.





Mr. Jonathan Ruff, P.E.

March 18, 2020

Page 3

#### *Project Listing Form*

To receive CWSRF financing, a project listing form must be submitted for the project to be included on the 2021 CWSRF IUP. CDM Smith will complete the project listing form on the City's behalf and provide it to the City for review and signature.

#### *Smart Growth Assessment Form*

CDM Smith will prepare the smart growth assessment form for the City's review and signature.

#### *CWSRF Application*

As stated above, CDM Smith assumes the City will apply for funding through the CWSRF program and we will complete portions of the CWSRF Application covering items such as the project description, budget and schedule. The City will then complete the balance of the application designating the appropriate City contacts and providing the necessary City financial information.

#### *Plan of Finance*

If the City elects to finance project costs outside of the CWSRF program, we assume the City will prepare and submit the necessary financial documentation to NYSEFC without CDM Smith's involvement.

#### *Bond Resolution*

The City is required to pass a bond resolution for the full project cost being submitted through the NYS Water Grant and CWSRF Application. NYSEFC requires this to establish the community's level of commitment to proceeding with the project regardless of NYS Water Grant or CWSRF financing. CDM Smith assumes the City and its bond counsel will prepare the resolution including the proof of publication, permissive referendum and estoppel notice. CDM Smith cannot provide services in support of executing these items as they are beyond the scope of professional engineering.

#### *SEQR & SHPO Review*

The project being considered involves rehabilitation or replacement in kind of existing infrastructure without an expansion in service or construction in previously undisturbed areas. Therefore, we assume it will be classified as a Type II action under the State Environmental Quality Review (SEQR). CDM Smith will issue a letter to the City indicating our understanding this is the appropriate designation for the City to keep on file and no further action with regulatory agencies is required.

We will seek separate State Historic Preservation Office (SHPO) approval to proceed with project planning and design at a minimum since NYSEFC requires this as part of the CWSRF application.





Mr. Jonathan Ruff, P.E.

March 18, 2020

Page 4

### Project Schedule

CDM Smith is prepared to begin work on this assignment upon receipt of an executed amendment and we anticipate submitting a Draft CWSRF Engineering Report by June 1, 2020. We will then begin preparing the various application support documents and provide them to the City within two weeks thereafter.

While NYSEFC has not announced a schedule for the next round of NYS Water Grants, we anticipate the applications will be due in June.

### Project Cost

CDM Smith proposes to complete the scope of work on a time and expense basis for a not to exceed fee of \$19,600, thereby increasing our upper limit from \$666,900 to \$686,500. We will utilize the schedule of hourly billing rates included in the original agreement for this amendment. We will invoice the City monthly based on the actual labor hours and out-of-pocket expenses incurred and outside professionals utilized in the execution of the work.

If this is acceptable to the City, please sign and return one copy of this letter to my attention. The signed letter will serve as an Amendment 3 to our existing contract.

We appreciate the opportunity to continue working with you on this important project. Should you have any questions, please do not hesitate to call Greg Bold at (518) 782-4507

Sincerely,

Daniel D. Durfee, PE, BCEE

Vice President

Camp Dresser McKee & Smith

cc: Greg Bold – CDM Smith

Approved:

---

Mayor

---

Date





March 2, 2020

Jonathan P. Ruff, P.E.  
Environmental Manager, City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

**Subject: Mead Reservoir Hazard Classification Study  
(Schnabel Reference 20P25005.00)**

Dear Mr. Ruff:

**SCHNABEL ENGINEERING OF NEW YORK** is pleased to submit this proposal to the City of Plattsburgh for the Mead Reservoir Hazard Classification Study, which was an action item discussed during our strategic review meeting on February 11, 2020. The purpose of the proposed study is to explore potential changes to the dam's hazard classification based on varying the reservoir pool level and/or operating the reservoir with the low level outlet (LLO) in a fully open position. Mead Reservoir Dam is currently regulated by NYS DEC as a Class C (High Hazard) structure, and we will explore whether a Class B (Intermediate Hazard) or Class A (Low Hazard) rating might be feasible through modification of reservoir operations.

#### **SCOPE OF SERVICES**

We will develop a hydraulic dam breach model that incorporates Mead Reservoir and the downstream reach of Mead Brook, limiting the extents of the modeling to Mead Brook's confluence with the Saranac River near the State Route 22B intersection with Banker Road. This is consistent with the extents of the 2009 inundation mapping. The inundation model will utilize the two-dimensional flood routing capabilities available in recent HEC-RAS software releases. When combined with the 1-meter digital elevation model that is publically available for the project location, this 2D HEC-RAS model will provide a more detailed assessment of Mead Reservoir Dam's downstream hazard drivers than previous studies could provide, and therefore a more detailed understanding of the corresponding hazard class.

We will evaluate numerous scenarios to identify "target" pool level reductions that might permit a hazard class reduction. Sunny-day breach and storm-day breach and non-breach simulations will be performed to complete the hazard class review. Storm event breach and non-breach conditions will be evaluated for storm events appropriate for the corresponding hazard classification. An existing Class C dam is required to safely pass 50% of the Probable Maximum Flood (PMF); a Class B dam is required to pass 150% of the 100-year flood; and a Class A dam is required to pass the 100-year flood. In order to quickly ascertain whether a revised hazard class is feasible, we will first consider the full drawdown condition early in the study. If a hazard class reduction is not deemed feasible with a fully dewatered pool, we will conclude the study and discount our fee.

**City of Plattsburgh**  
**Valve Rehabilitation Project for the Plattsburgh Source Water Supply**

The results of the analysis will be summarized in a brief technical memorandum, with the hazard class drivers summarized in a table, including flood depth at structures and roadways.

Our proposed fee includes project management, coordination activities, and participation in up to three conference calls.

**EXCLUSIONS**

- Inundation maps, which would typically be developed for an Emergency Action Plan, will not be developed as part of this study.

**PROJECT FEES**

The total lump sum fee for the proposed scope of services is \$20,500 including expenses. Services will be billed monthly based on percentage complete.

**AUTHORIZATION**

Thank you for the opportunity to submit this proposal. Your acceptance of this proposal can be facilitated by signing and returning a copy of this letter which with our standard terms and conditions attached will form our agreement for these services. Please do not hesitate to contact me at 518-348-8580, or via email at [gdaviero@schnabel-eng.com](mailto:gdaviero@schnabel-eng.com), should you have any questions or need additional information.

Sincerely,

**SCHNABEL ENGINEERING OF NEW YORK**



Gregory J. Daviero, PhD, PE  
Principal

DMR:GJD:scc

**Attachments:**

- (1) Standard Contract Terms and Conditions (2 Sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

**ACCEPTED BY:** \_\_\_\_\_ **CITY OF PLATTSBURGH**

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

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SCHNABEL ENGINEERING OF NEW YORK  
STANDARD CONTRACT TERMS AND CONDITIONS**

**1. DEFINITIONS**

- 1.1 Schnabel Engineering of New York, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

**2. ENTIRE AGREEMENT, SCOPE OF WORK**

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

**3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES**

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

**4. SITE ACCESS, SITE CONDITIONS, SAMPLES**

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

**5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE**

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

**6. THIRD PARTY RELIANCE UPON DOCUMENTS**

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

**SCHNABEL ENGINEERING OF NEW YORK  
STANDARD CONTRACT TERMS AND CONDITIONS**

**7. ASSIGNMENT, SUBCONTRACTING**

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

**8. TERMINATION, SUSPENSION**

- 8.1 Either party upon seven (7) days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

**9. ALLOCATION OF RISK**

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

**10. INDEMNIFICATION**

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

**11. INVOICES, PAYMENTS**

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

**12. DISPUTE RESOLUTION**

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The laws of the State of New York will govern the validity of these terms, their interpretation, and the performance of this Agreement. Client and Engineer agree that venue for any litigation will be in the state and federal courts sitting in the State of New York, and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

**13. SEVERABILITY**

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

Introduced by Councilor Moore on March 12, 2020 at a Regular Meeting of the Common Council.

Public Hearing to be held on Thursday, March 26, 2020 at 5:00pm in the Council Chambers, 41 City Hall Place, Plattsburgh, NY 12901.

**LOCAL LAW NO. P-2 OF 2020**

**AMENDING IN ITS ENTIRETY CITY CODE SECTION 348-24 AND SETTING WATER SERVICE RATES AND ENACTING REGULATIONS FOR LEVY AND COLLECTION OF WATER CHARGES."**

BE IT ENACTED by the Common Council of the City of Plattsburgh, New York as follows:

1. This local law amends and restates in its entirety City Code **§348-24**, entitled "**Schedule of Rates; Regulations (Water Services)**".
2. If any clause, sentence, paragraph, subdivision or part of this section shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered.
3. This law shall not affect the validity or enforceability of any water charge, interest, penalty or lien that accrued or attached before the effective date of this law.
4. The rates for water services and the regulations for levying and collecting water charges are as follows:

A. Service Classification No.: 1

**APPLICABLE TO THE USE OF SERVICE FOR:**

All customers taking service within the corporate limits of the City of Plattsburgh, for bills rendered on and after May 1, 2020

**CHARACTER OF SERVICE:**

WATER RATES 2020

Continuous

**USAGE RATE:**

Per Month.

	PER THOUSAND GALLONS	
	<u>GROSS</u>	<u>NET</u>
First 16,000 Gallons	4.52	4.11
In excess of 16,000 gallons	4.03	3.66

**MINIMUM CHARGE:**

Monthly, based on a minimum usage rate and usage scale:

<u>METER SIZE/ SERVICE LINE SIZE</u>	<u>ALLOWANCE</u>	<u>MINIMUM CHARGE</u>	
	<u>GALLONS</u>	<u>GROSS</u>	<u>NET</u>
5/8 "	2,000	9.04	8.22
3/4" (residential and commercial), or 1" residential	4,000	18.08	16.44
1 " non-residential	7,000	31.65	28.77
1-1/4 "	10,000	45.21	41.10
1-1/2 "	13,000	58.77	53.43
2"	21,000	92.47	84.06
3 "	40,000	168.96	153.60
4 "	66,000	273.64	248.76
6 "	130,000	543.34	493.98
8 "	210,000	853.38	775.80
10 "	300,000	1215.72	1105.20

**INFRASTRUCTURE INVESTMENT CHARGES (IIC): Annual charges, to be billed monthly, based on meter size/service Line size:**

**NEW STORAGE TANKS IIC 2009**

<u>Meter/Service</u> <u>Line Size</u>	Annual Charge	
	<u>\$/Yr/Service</u>	<u>\$/Month</u>
5/8"	15	1.25
3/4"	30	2.50
1"	45	3.75
1.5"	65	5.42
2"	185	15.42
3"	1,000	83.33
4"	1,650	137.50
6"	2,700	225.00
8"	4,800	400.00

**MEAD DAM IIC 2012**

	Annual Charge	
<u>Meter/Service</u>		
<u>Line Size</u>	<u>\$/Yr/Service</u>	<u>\$/Month</u>
5/8"	11.40	0.95
3/4"	22.80	1.90
1"	34.20	2.85
1.5"	49.40	4.12
2"	140.60	11.72
3"	760.00	63.33
4"	1,254.00	104.50
6"	2,052.00	171.00
8"	3,648.00	304.00



**Westbrook Dams IIC 2013**

		Annual Charge	
<u>Meter/Service</u>			
<u>Line Size</u>	<u>\$/Yr/Service</u>	<u>\$/Month</u>	
5/8"	8.40	0.70	
3/4"	16.80	1.40	
1"	25.20	2.10	
1.5"	36.40	3.03	
2"	103.60	8.63	
3"	560.00	46.67	
4"	924.00	77.00	
6"	1,512.00	126.00	
8"	2,688.00	224.00	

## **Impact Demand Charge (IDC) 2020**

Beginning with bills sent after June 30, 2020.

	Annual Charge	
<u>Meter/Service</u>		
<u>Line Size</u>	<u>\$/Yr/Service</u>	<u>\$/Month</u>
1" *	400.00	33.33
1.5"	900.00	75.00
2"	1,600.00	133.33
3"	3,600.00	300.00
4"	6,400.00	533.33
6"	14,400.00	1,200.00
8"	25,600.00	2,133.33

\*Single and two family homes with 1" services and smaller are exempt from this 2020 IDC.

### **TERMS OF PAYMENT**

Except as set forth in the following subsection entitled "Special Provision" meters shall be read and bills shall be rendered monthly, in arrears. The water consumed times the water rate shall be the net amount of the water charges and shall be due and payable when the bill is rendered. The gross amount of the water bill shall be the net amount plus 10% of the net amount. The gross amount shall be due and payable if the net amount is not paid within 20 days of the date of the billing. If the gross amount of a water bill is not paid, the gross amount shall accrue interest at the rate of 1.5 per cent per month until date of payment.

**TERM:**

From the date of commencement of service, pursuant to application, until 10 days written notice is given prior to the date set for discontinuance or upon discontinuance by the water department in accordance with the provisions of this Schedule of Water Service.

**SPECIAL PROVISION:**

Meters may be read and/or bills rendered monthly at the option of the Water Department. The terms of payment, for monthly billings are net-twenty days after date of bill. Gross amount plus interest shall be due thereafter.

All those customers who do not have water meters installed in the water service line serving their premises on the effective date of this service classification shall be billed at the rate of \$16.44/month until such time that a water meter has been set in the water service line to their premises. Thereafter, the rates for water service above set forth shall apply.

Elderly persons that qualify for the Real Property Tax Exemption shall also be exempt from the Minimum Charge for water service and be charged for only the actual gallons of water consumed.

B. Service Classification No. 3

**APPLICABLE TO USE OF SERVICE FOR:**

Private fire protection service within the corporate limits of the City of Plattsburgh.

CHARACTER OF SERVICE:

Continuous.

RATE:

(a) Private Fire Lines

<u>SIZE OF SERVICE</u>	<u>ANNUAL CHARGE</u>	<u>QUARTERLY</u>	<u>MONTHLY</u>
2 inch	164.69	41.18	13.73
3 inch	357.27	89.31	29.78
4 inch	424.09	106.02	35.34
6 inch	764.67	191.18	63.73
8 inch	1559.12	399.80	133.26
10inch	2293.59	573.41	191.15

(b) Private Fire Hydrant

Annually per hydrant:	741.52	185.39	61.80
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(c) Infrastructure Investment Charge: \$696/hydrant/year

(\$174.00/Quarter, \$58.00/month)

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Net cash on presentation of bill. Bills may be rendered quarterly or monthly.

TERMS:

From the date of commencement of service, pursuant to application, until thirty days written notice is given prior to the date set for discontinuance by the Water Department in accordance with provisions of this Schedule Water Service.

SPECIAL PROVISION:

The foregoing rates for private fire protection service are based on unmetered service. Water for Fire Extinguishment purposes and limited testing requirements is provided at no extra charge. However, if, in the opinion of the Water Department, the installation of a fire line meter is required, the customer shall make said installation at his own expense. The entire meter installation shall be constructed and installed according to the specifications of the Water Department. There shall be no branch connections to said fire service line other than those for fire protection service.

5. This law shall take effect immediately upon filing with the New York Secretary of State.

The foregoing Local Law certified to the Mayor this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CITY CLERK

On Roll Call,

The foregoing Local Law certified is hereby approved after Public Hearing held \_\_\_\_\_, 2020

\_\_\_\_\_  
MAYOR