



1P
|P
|picvirpt

CITY OF PLATTSBURGH LIVE
COMPLAINTS/VIOLATIONS REPORT

12/29/2020 13:54
1427lbee

REPORTING PERIOD: 12/16/20 TO 12/29/20

DEPARTMENT: Building Inspector

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	1
PARKING	1
PROPERTY MAINTENANCE	6
ZONING VIOLATION	1
DEPARTMENT TOTALS	9
REPORT TOTALS	9

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



2125 10 MONTCALM AVE
VIOLATION PROPERTY MAINTENANCE
UNSAFE LIVING CONDITIONS. STRESS CRACK IN CEILING WITH LEAK, NO HOT WATER IN BATHROOM, WINDOWS DO NOT CLOSE COMPLETELY. LA
NDLORD NOT ADDRESSING.

COMPLAINANT/VIOLATION	LOCATION CASE	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	COMMENT	CREATED COMPLETED
2125	10 MONTCALM AVE		CARLSSON RODNEY F 0	SEVERITY 0 COMPLY BY COMPLIED	12/28/2020
		AREA			
STEPS	INITIAL INSPECT	STATUS NEW	NOTICE	SCHEDULED 12/30/20	COMPLETED
	NOTICE	NEW			
	FOLLOW UP	NEW	LETTER		
	ORDER REMEDY	NEW			
	APPEARANCE TICKE	NEW			
INSPECTION INSPECTOR	NICK WALKER	REQUESTED 12/30/20	SCHEDULED 12/30/20	RESULTS	FEE AMOUNT .00
COMPLAINT NICK WALKER	NICK WALKER				.00
COMPLAINT/VIOLATION TOTALS					.00

2123 12 MACOMB ST
VIOLATION PROPERTY MAINTENANCE
NO FIRE EXTINGUISHER IN APARTMENT. ONLY ONE SMOKE DETECTOR IN APARTMENT. NO FIRE ESCAPE ACCESS.

COMPLAINANT/VIOLATION	LOCATION CASE	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	COMMENT	CREATED COMPLETED
2123	12 MACOMB ST		WAYNE R WILKINS 0	SEVERITY 0 COMPLY BY COMPLIED	12/28/2020
		AREA			
STEPS	INITIAL INSPECT	STATUS NEW	NOTICE	SCHEDULED 12/30/20	COMPLETED
	NOTICE	NEW			
	FOLLOW UP	NEW	LETTER		
	ORDER REMEDY	NEW			
	APPEARANCE TICKE	NEW			
INSPECTION INSPECTOR	JIM WELCH	REQUESTED 12/30/20	SCHEDULED 12/30/20	RESULTS	FEE AMOUNT .00
COMPLAINT JIM WELCH	JIM WELCH				.00
COMPLAINT/VIOLATION TOTALS					.00

2126 14 HAMILTON ST
VIOLATION PARKING
PARKING ON LAWN

COMPLAINANT/VIOLATION	LOCATION CASE	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	COMMENT	CREATED COMPLETED
2126	14 HAMILTON ST		MARY E STEWART 0	SEVERITY 0 COMPLY BY COMPLIED	12/28/2020
		AREA			
STEPS	INITIAL INSPET	STATUS NEW	NOTICE	SCHEDULED 12/29/20	COMPLETED
	NOTICE	NEW			
	REINSPECT	NEW			
	APPEARANCE TICK	NEW			
INSPECTION INSPECTOR	NICK WALKER	REQUESTED 12/30/20	SCHEDULED 12/30/20	RESULTS	FEE AMOUNT .00
COMPLAINT NICK WALKER	NICK WALKER				.00
COMPLAINT/VIOLATION TOTALS					.00



REFERENCE LOCATION CASE RESPONSIBLE PARTY SEVERITY

COMPLAINT/VIOLATION COMMENT

INSPECTION INSPECTOR RESULTS FEE AMOUNT
COMPLAINT JIM WELCH .00
COMPLAINT JIM WELCH .00
COMPLAINT/VIOLATION TOTALS .00

2122 16 ROBINSON TERR MORSE RENTAL PROPERTIES LLC 12/28/2020
VIOLATION SEVERITY 0 PHONE CALL 0 COMPLY BY COMPLIED
GARBAGE AREA
LOOSE GARBAGE IN YARD. CORRECTED ONCE, NOW BECOMING A PROBLEM ONCE AGAIN. 1 DAYS OPEN

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
INITIAL INSPECT NEW 12/29/20
NOTICE NEW
REINSPECT NEW
ORDER PICK UP OTHER

INSPECTION INSPECTOR RESULTS FEE AMOUNT
COMPLAINT NICK WALKER .00
COMPLAINT NICK WALKER .00
COMPLAINT/VIOLATION TOTALS .00

2119 267 MARGARET ST KAREN A GRIZZLE 12/16/2020
VIOLATION SEVERITY 0 COMPLY BY COMPLIED
PROPERTY MAINTENANCE OUTSIDE WALL UNDER KITCHEN WINDOW AND BEDROOM WINDOW NOT COMPLETE OR FIXED PROPERLY. BLACK MOL
HAZARDOUS LIVING CONDITIONS. D. CAUSING HEALTH ISSUES TO DISABLED TENANTS. 13 DAYS OPEN

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
INITIAL INSPECT NEW 12/18/20
NOTICE NEW LETTER
FOLLOW UP NEW
ORDER REMEDY NEW
APPEARANCE TICKE OTHER

INSPECTION INSPECTOR RESULTS FEE AMOUNT
COMPLAINT NICK WALKER .00
COMPLAINT NICK WALKER .00
COMPLAINT/VIOLATION TOTALS .00

2121 4 SANBORN AVE MARTIN W LYNCH 12/16/2020
VIOLATION SEVERITY 0 COMPLY BY COMPLIED
PROPERTY MAINTENANCE PHONE CALL 0
MOLD PROBLEM IN APARTMENT. LANDLORD NOT ADDRESSING. 13 DAYS OPEN



REPORTING PERIOD: 12/16/20 TO 12/29/20

DEPARTMENT: Building Inspector

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

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		12/18/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPEARANCE TICKE	OTHER	NEW				
INSPECTION INSPECTOR		REQUESTED	SCHEDULED	RESULTS		FEE AMOUNT
COMPLAINT JIM WELCH		12/18/20	12/18/20			.00
COMPLAINT JIM WELCH						.00
COMPLAINT/VIOLATION TOTALS						.00

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		12/30/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPEARANCE TICKE	OTHER	NEW				
INSPECTION INSPECTOR		REQUESTED	SCHEDULED	RESULTS		FEE AMOUNT
COMPLAINT NICK WALKER		12/30/20	12/30/20			.00
COMPLAINT NICK WALKER						.00
COMPLAINT/VIOLATION TOTALS						.00

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		01/21/21		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	DONE				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPEARANCE TICKE	OTHER	NEW				
INSPECTION INSPECTOR		REQUESTED	SCHEDULED	RESULTS		FEE AMOUNT
COMPLAINT NICK WALKER		12/18/20	12/18/20			.00
COMPLAINT NICK WALKER						.00
COMPLAINT/VIOLATION TOTALS						.00

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		12/18/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	DONE				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPEARANCE TICKE	OTHER	NEW				
INSPECTION INSPECTOR		REQUESTED	SCHEDULED	RESULTS		FEE AMOUNT
COMPLAINT NICK WALKER		12/18/20	12/18/20			.00
COMPLAINT NICK WALKER						.00
COMPLAINT/VIOLATION TOTALS						.00

2118 9 MILLER ST
VIOLATION SEVERITY 0
PROPERTY MAINTENANCE
REQUEST FOR INSPECTION OF APARTMENT. HOLES IN CEILING AND FLOOR, WINDOWS NOT SEALED FROM COLD, LEAK IN BATHROOM. LANDLORD NOT ADDRESSING THESE ISSUES.
2118 9 MILLER ST
VIOLATION SEVERITY 0
PHONE CALL 0
PROPERTY MAINTENANCE
REQUEST FOR INSPECTION OF APARTMENT. HOLES IN CEILING AND FLOOR, WINDOWS NOT SEALED FROM COLD, LEAK IN BATHROOM. LANDLORD NOT ADDRESSING THESE ISSUES.
2118 9 MILLER ST
VIOLATION SEVERITY 0
PHONE CALL 0
PROPERTY MAINTENANCE
REQUEST FOR INSPECTION OF APARTMENT. HOLES IN CEILING AND FLOOR, WINDOWS NOT SEALED FROM COLD, LEAK IN BATHROOM. LANDLORD NOT ADDRESSING THESE ISSUES.

2124 5059 U S AVE
VIOLATION SEVERITY 0
PROPERTY MAINTENANCE
LIGHT POLE IN FRONT OF YANDOS BY SHOPPING CART RETURN APPEARS TO BE UNSTABLE - POSSIBLE LOOSE BOLTS. CALL ORIGINALLY SENT TO POLICE DEPT, FORWARDED TO BI OFFICE.
2124 5059 U S AVE
VIOLATION SEVERITY 0
SKYWAY PROPERTIES LLC
PROPERTY MAINTENANCE
LIGHT POLE IN FRONT OF YANDOS BY SHOPPING CART RETURN APPEARS TO BE UNSTABLE - POSSIBLE LOOSE BOLTS. CALL ORIGINALLY SENT TO POLICE DEPT, FORWARDED TO BI OFFICE.

2118 9 MILLER ST
VIOLATION SEVERITY 0
PHONE CALL 0
PROPERTY MAINTENANCE
REQUEST FOR INSPECTION OF APARTMENT. HOLES IN CEILING AND FLOOR, WINDOWS NOT SEALED FROM COLD, LEAK IN BATHROOM. LANDLORD NOT ADDRESSING THESE ISSUES.



COMPLAINT/VIOLATION	SEVERITY	INTERNAL AREA	JOSEPH J CZECHOWICZ	12/16/2020
2120 SO PERU ST	0	INTERNAL AREA	JOSEPH J CZECHOWICZ	12/16/2020
VIOLATION ZONING VIOLATION	0		COMPLY BY COMPLIED	13 DAYS OPEN
A sign that expired that was on the fence along the bike trail. Joe wanted it removed.1				
STEPS INITIAL INSPECT		ACTION TYPE	STATUS	COMPLETED
NOTICE		INSPECTION	NEW	SCHEDULED
FOLLOW UP		NOTICE	NEW	12/17/20
ORDER REMEDY		INSPECTION	NEW	
APPEARANCE TICKE		NOTICE	NEW	LETTER
INSPECTION COMPLAINT		INSPECTION	NEW	RESULTS
NICK WALKER		REQUESTED	SCHEDULED	FEE AMOUNT
NICK WALKER		12/17/20	12/17/20	.00
				.00
COMPLAINT/VIOLATION TOTALS				.00

DEPARTMENT TOTALS	9 COMPLAINTS/VIOLATIONS	9 CREATED
COMPLAINT/VIOLATION ACTIVITY 12/16/20-12/29/20:	9	9
REPORT TOTALS	9	9
COMPLAINT/VIOLATION ACTIVITY 12/16/20-12/29/20:	9	9

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

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Dec. 2020

REVENUE SOURCES			CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	BINGO	\$0.00		\$0.00
Bingo Licenses (State)	1-0632	G 0632			\$0.00
Bingo License Fees 3%	25-2540	BINGO	\$0.00		\$0.00
Building Permits	25-2555	PRMTS			\$0.00
Circus License	25-2502				\$0.00
City Code	12-1255				\$0.00
Code Civil Compromise	26-2614				\$0.00
Contractor Fees	25-2557	CNTRR			\$0.00
Dog Licenses	25-2542	DOGLIC	\$220.00		\$220.00
State Neuter/Spay Surcharge				\$36.00	\$36.00
Extract of Records	12-1255	CLERKF	\$0.00		\$0.00
Game of Chance Lic. (City)	25-2541	GAMCHN	\$0.00		\$0.00
Game of Chance Lic. (State)	1-0632	G 0632	\$0.00		\$0.00
Gas Permits	15-1540	FIRFEE	\$170.00		\$170.00
Going Out of Business Lic	25-2509				\$0.00
Hauler's License	25-2505	REFLIC	\$0.00		\$0.00
Housing Code	21-2110	ZONE			\$0.00
Impound Fees	15-1550	PUBPND	\$50.00		\$50.00
Interest Temp	1124-2401	INTERE	\$0.00		\$0.00
Jeweler's Licenses	25-2503	VNDLIC			\$0.00
Marriage Licenses	25-2545	MARRIA	\$297.50	\$382.50	\$680.00
Notary Fees	12-1255	CLERKF			\$0.00
Peddler/Vendor License	25-2503	VNDLIC	\$20.00		\$20.00
Returned Check Charges	12-1255	CLERKF	\$0.00		\$0.00
Sign Permits	25-2590	SIGNPM			\$0.00
Specifications	T-30	TP300	\$0.00	\$0.00	\$0.00
Special Use Permits	21-2110	ZONE			\$0.00
Subdivision Fee	21-2110	ZONE	\$0.00		\$0.00
Subdivision Ordinance	12-1255	CLERKF			\$0.00
Taxi Operator's Licenses	25-2507	TXIPRT	\$600.00		\$600.00
Taxi Vehicle Licenses	25-2504	TXIVEH	\$200.00		\$200.00
Tree/Stump Removal License	25-2508	TREREM	\$0.00		\$0.00
Vital Statistics	16-1603	VITSTA	\$3,810.00		\$3,810.00
Zoning Ordinances	21-2110	ZONE			\$0.00
Zoning Variances	21-2110	ZONE			\$0.00
OTHER REVENUE					
Riverwalk					
1127-2753					\$0.00
Auditorium					
1127-2752		G 2752	\$0.00		\$0.00
Centennial Plaques					
1127-2705					\$0.00

Lake Champlain Memorial

1127-

RECOVERED FUNDS

Telephone

1-1410000-4414

\$0.00

Postage

1-1410000-4470

\$0.00

Print & Copy

1-1410000-4431

\$0.00

DISBURSEMENTS:

\$5,367.50

\$418.50

\$5,786.00

NYS Dept of Health

\$382.50 Check No

1583

NYS Dept of Ag & Mkts

\$36.00 Check No

1584

TOTAL PAID OTHERS:

\$418.50

ADJUSTMENT: NONE

Shortage/Overage

Chamberlain (Spec. Deposits)

\$0.00 Check No

Chamberlain (New Revenue)

\$5,367.50 Check No

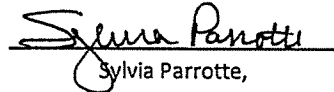
1585

Amount Due City Chamberlain:

\$5,367.50

Dated at Plattsburgh, New York

\$5,786.00



Sylvia Parrotte,

City Clerk

4-Jan-21



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

January 5, 2021

Mayor Chris Rosenquest
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 December 2020.

Respectfully Submitted,

Chief Levi J. Ritter
Plattsburgh Police Department

PARKING VIOLATIONS BUREAU

Monthly Report for December 2020

	<u>Dec 2020</u>	<u>Dec 2019</u>
TICKETS ISSUED:	96	185
TICKETS COLLECTED:	102	118
REVENUE FOR MONTH:	\$2,692.50	\$2,961.75

YEAR TO DATE TOTALS:

	<u>Dec 2020</u>	<u>Dec 2019</u>
TICKETS ISSUED:	1,083	2,865
TICKETS COLLECTED:	1,295	2,265
REVENUE:	\$27,443.25	\$55,235.00

COMPARISON: Parking tickets issued for Dec. 2020: DOWN 89
 Parking tickets collected for Dec. 2020: DOWN 16
 Revenue for Dec. 2020: DOWN \$269.25
 Amount Dismissed: \$730.25

42 NO PARKING	0	0	0	0	0	0.00	0.00
43 NO STANDING	0	0	0	0	0	0.00	0.00
44 SIDEWALK	0	0	0	0	0	0.00	0.00
45 INTERSECTION	0	0	0	0	0	0.00	0.00
46 CROSSWALK	0	0	0	0	0	0.00	0.00
47 ZONE/CURB	0	0	0	0	0	0.00	0.00
48 CONSTRUCTION	0	0	0	0	0	0.00	0.00
52 HIGHWAY	0	0	0	0	0	0.00	0.00
53 RDW/ROW	0	0	0	0	0	0.00	0.00
54 DRVWAY/BLOCKED	0	0	0	0	0	0.00	0.00
55 TAXI ZONE	0	0	0	0	0	0.00	0.00
56 BUS ZONE	0	0	0	0	0	0.00	0.00
57 CROSSWALK 20'	0	0	0	0	0	0.00	0.00
60 OBST. SIDEWALK	0	0	0	0	0	0.00	0.00
62 FIRE HYDRANT	0	0	0	0	0	0.00	0.00
63 UNLAWMOV	0	0	0	0	0	0.00	0.00
64 WWY2WAY	0	0	3	13	69.00	264.00	0.00
65 WWY1WAY	0	0	0	0	0.00	0.00	0.00
67 ANGLE	0	0	0	0	0.00	0.00	0.00
68 OVERLINE	0	0	0	0	0.00	0.00	0.00
69 OVERTIME 10 MIN	0	0	0	0	0.00	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0.00	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0.00	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0.00	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0.00	0.00	0.00
78 TIME LOADING	0	0	0	0	0.00	0.00	0.00
79 EMERGENCY	0	0	0	0	0.00	0.00	0.00
80 FIRELANE	0	0	0	0	0.00	0.00	0.00
81 HANDICAP	0	0	0	0	0.00	0.00	0.00
82 TRAILER	0	0	0	0	0.00	0.00	0.00
86 SNOW BAN	0	0	0	0	0.00	0.00	0.00
87 LIM SNOW BAN	0	0	0	0	0.00	0.00	0.00
88 UNINSPECTED	0	0	0	0	0.00	0.00	0.00
89 UNREG MV	0	0	0	0	0.00	0.00	0.00

90 NO PARKING EVEN	0	0	0	0	0	0.00	0.00
91 NO PARKING ODD	0	0	0	0	0	0.00	0.00
92 NO PARK 7AM-5PM	0	0	0	0	1	0.00	15.00
94 MEDIAN	0	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	0	0	0	0.00	0.00
96 30' SIGN/INTERSECTN	0	0	0	0	0	0.00	0.00
97 NO ACCESS/HDCP	0	0	0	0	0	0.00	0.00
98 12" CURB	0	0	0	0	4	0.00	94.50
99 12" CURB 1 WAY	0	0	0	0	0	0.00	0.00
101 FACING WRONG2W	0	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	0	0	0	0	0	0.00	0.00
110 EXCEEDED 90 MIN	0	0	0	0	0	0.00	0.00
111 FRONT YARD	0	0	0	0	0	0.00	0.00
199 PARKING BAN	0	0	0	0	28	0.00	2,680.00
200 OVERTIME PARKING	0	0	54	626	1,041.00	20,378.25	
201 PARKING BAN	0	0	0	212	0.00	19,672.00	
202 CITY ROW	0	0	0	0	0	0.00	0.00
Other	0	0	1	21	0.00	0.00	0.00
TOTALS:	18	18	482	482	482	10,163.00	10,163.00

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254 96
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 1,083

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93% 0 %
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83. 100 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93% 0.37 %
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.0% 99.63 %

December 23, 2020

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

**Subject: Proposal for I&M Plan, EAP, and Quarterly Inspections
(Schnabel Reference 20P25033.00)**

Dear Mr. Ruff:

SCHNABEL ENGINEERING OF NEW YORK (Schnabel) is pleased to present this proposal to produce an Inspection and Maintenance (I&M) Plan for Mead Reservoir Dam (NYS DEC #218-0236) and the Upper and Lower Westbrook Reservoir Dams (NYS DEC Nos. 218-0237 and 218-0238), to update the current Emergency Action Plan (EAP), and to perform quarterly dam safety inspections for Mead Reservoir Dam. All three dams are owned and operated by the City of Plattsburgh, New York (City).

PROJECT DESCRIPTION AND BACKGROUND

Mead Reservoir Dam is located on Mead Brook and the Westbrook Reservoir Dams are located on Patterson Brook, all within the Town of Plattsburgh. Each dam consists of an earthen embankment with a concrete spillway structure. Mead Reservoir Dam is classified as a Class C – High Hazard and the two Westbrook Reservoir Dams are currently classified as Class B – Intermediate Hazard Dams. Currently the dams do not have modern I&M Plans and Mead Reservoir Dam's EAP is based on inundation mapping performed by CHA Consulting Inc. (CHA) in 2009. Schnabel's 2020 Hazard Classification Study utilized improved 2-dimensional hydraulic modeling that more accurately delineated the downstream inundation area. Therefore, the EAP update will include new inundation mapping.

OBJECTIVE AND SCOPE

New York State Dam Safety Regulations (NYS ECL 15-0507 and 6 NYCRR Part 673) require dam owners to operate and maintain their dams in a safe condition at all times. To do so, all Class C - High Hazard and Class B - Intermediate Hazard dams within the state are required to have an up-to-date EAP and an I&M Plan as certified by their owners by January 31 each year. The Dam Safety Regulations are administered by the New York State Department of Environmental Conservation (NYS DEC).

This scope of work has been developed to bring the Mead Reservoir and the Westbrook Reservoir Dams into compliance with state regulations specific to the I&M Plan and EAP requirements. We have identified the following three tasks for this assignment.

City of Plattsburgh
Proposal to Develop Plattsburgh Dams I&M, EAP, and Inspections

- Task 1 – Develop Inspection & Maintenance Plan
- Task 2 – Update Emergency Action Plan
- Task 3 – Quarterly Dam Safety Inspections

The following paragraphs further detail our scope of work for these tasks.

Task 1: Develop Inspection and Maintenance Plan

Under this task Schnabel will draft a comprehensive I&M Plan for Mead Reservoir and the two Westbrook Reservoir Dams as required by NYCRR Part 673.6 and submit the plans prior to the NYS DEC certification deadline of January 31, 2021. Because the dams are similar in construction, a single plan will be developed with specific sections dedicated to each dam. The plan will include the general components identified by the NYS DEC's Template for an Inspection and Maintenance Plan, dated September 2009. The I&M Plan will contain a schedule and detailed descriptions of monitoring, inspection, and maintenance activities for each dam including the reading and the recording of piezometric levels.

Task 2: Update Emergency Action Plan

Under this task Schnabel will review and update the Mead Reservoir Dam EAP as required by New York State Dam Safety Regulations in accordance with NYS DEC DOW TOGS 3.1.3 – Emergency Action Plans for Dams. In particular, Schnabel will contact state, county, and local emergency managers and responders having jurisdiction to update points of contact on the notification flowchart. The updated contact information and distribution of the EAP updates will be completed prior to the NYS DEC certification deadline of January 31, 2021.

Schnabel will also develop updated inundation mapping for the EAP. Schnabel's recently completed Hazard Classification Study utilized 2-dimensional (2D) HEC-RAS hydraulic modeling software that more accurately delineated the inundation area. The model will be utilized to update the inundation mapping along Mead Brook to its 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. When combined with the 1-meter digital elevation model that is publically available for the project location, this 2D HEC-RAS model provides a better representation of potentially inundated areas from a sunny day or wet weather dam breach. This model will be updated with information obtained through additional field verifications of drainage structures. Therefore, the inundation mapping will be completed by late spring 2021 and be distributed, along with updated list of impacted structures, to the document holders at that time.

Task 3: Perform Quarterly Dam Safety Inspections

Under this task Schnabel will perform quarterly visual inspections of Mead Reservoir Dam in accordance with Part 673.12 of the NYS dam safety regulations. An engineering team (2 people) will conduct a dam safety inspection that will include visual evaluation of the physical characteristics of the various components of the dam to identify and evaluate discernible deficiencies and issues that could compromise its integrity and safety. Prior to completing the inspection, our team will review the findings of prior inspections by CHA and NYS DEC in order to document corrective actions and/or further

City of Plattsburgh
Proposal to Develop Plattsburgh Dams I&M, EAP, and Inspections

deterioration of conditions in the intervening time period. Schnabel’s inspection will include, but not be limited to, the following, where accessible:

- Inspection of the upstream and downstream embankment faces, embankment crest, and abutment contacts for soft soils, wet areas, soil sloughing, erosion, evidence of burrowing rodents, and woody plant growth.
- Inspection of the service spillway for progression of deterioration of the spillway slabs, voids, and seepage.
- Inspection of concrete structures for degradation and/or movement.
- Observation and monitoring of the seepage flow rate at wet areas.
- Visual inspection of the above-water portions of outlet works and appurtenances.

As required by the New York State Dam Safety Regulations, the inspections shall be performed by an engineer licensed in the State of New York on a quarterly basis. Tentatively, these inspections will be performed in March, June, September, and November 2021. Schnabel will coordinate specific inspection dates with you and your staff who will provide access to the site. Each inspection report which will include completed inspection forms, dated and annotated photographs of the specific observations made, and discussion of any deficiencies or potential deficiencies identified during the visual inspection.

FEES

We propose to perform Tasks 1 through 3 for a total fee of \$40,400. Each task will be performed for a lump sum. A task-by-task breakdown of the proposed fee is provided in the following table.

Task No.	Task Name	Unit Cost	Quantity	Proposed Fee
1	Develop I&M Plans	\$8,600	1 (three dams)	\$8,600
2	Update EAP	\$9,800	1	\$9,800
3	Quarterly Dam Safety Inspections	\$5,500	4	\$22,000
Total Proposed Fee				\$40,400

SCHEDULE

We are prepared to initiate this work immediately upon receipt of this executed proposal. With the exception of the updated inundation mapping, which will come later in the year, Tasks 1 and 2 will be completed prior to NYS DEC’s certification deadline of January 31st, 2021. Dam inspections will be performed on a quarterly basis with tentative dates for the inspections set for March, June, September, and November 2021. Inspection reports will be completed promptly following each inspection.

**City of Plattsburgh
Proposal to Develop Plattsburgh Dams I&M, EAP, and Inspections**

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. This, along with the attached Standard Contract Terms 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, should you have any questions or need additional information.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK



Gregory J. Daviero, PhD, PE
Principal

SZW:GJD:scc

Attachment:

- (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:** _____

ATTACHMENT 1

Standard Contract Terms and Conditions (2 Sheets)

**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.



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

December 10, 2020

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

Subject: Drinking Water Infrastructure Improvements Project
Amendment 2 – Phase 1 Engineering Services

Dear Mr. Ruff:

Camp Dresser McKee & Smith (CDM Smith) is pleased to present the City of Plattsburgh (City) with this proposal for developing Design Documents associated with the Drinking Water Infrastructure Improvements Project – Phase 1.

Project Understanding

CDM Smith and the City developed a Drinking Water Infrastructure Improvements Engineering Report and Water Infrastructure Improvement Act (WIIA) Grant Application in September 2019. The Engineering Report presented a series of infrastructure improvements including new groundwater wells as a supplemental source of supply, raw water transmission main rehabilitation and redundancy, Water Treatment Plant improvements and distribution system pipe replacements.

The total cost of the improvements detailed was \$19.8M and the City was successful in obtaining a \$3M WIIA grant. The City then elected to break the work into phases in order to take a stepped approach to installing new groundwater production wells as a supplemental source of supply while continuing to evaluate the impact on the Mead Reservoir dam. This Amendment 2 is for design services associated with Phase 1 upgrades including:

- One new groundwater production well along line 4
- Connecting piping from the groundwater well to the existing Mead Reservoir raw water main
- New electrical service from the utility pole to the groundwater well including a standby emergency generator



Scope of Work

CDM Smith's scope of work presented below is broken into varying phases of design development.

30% Design

Surveying

CDM Smith will utilize commercially available satellite imagery and Lidar contour data to create AutoCAD background files for site plan development. We will subcontract with a NYS licensed land surveyor to locate the following items:

- Edge of road and spot elevations along the proposed pipe route
- Mead Raw Water line valve locations
- Drainage culvert locations and inverts and limits of drainage swales
- Locations of test wells previously installed
- Locations of soil borings

Our surveying subcontractor will also prepare a property boundary survey and investigate if there are existing easements.

The survey will establish one benchmark on the property that can be used later by construction contractors for building layouts.

Geotechnical Investigation

CDM Smith anticipates completing multiple test boring explorations to aid in design recommendations for the proposed water transmission pipelines. At this time, we anticipate that the investigation will include the following:

- Performing 12-foot deep test borings along the proposed pipe alignment.
- All of the test borings will be located in off-road areas without pavement. An all-terrain vehicle mounted drill rig will be used to access the locations and perform the borings. The City of Plattsburgh will clear the access locations of vegetation and level grades to allow access by the drill rig.
- Test boring markout will be performed in advance for utility clearance. Permits are not anticipated.
- If significant fine-grained soil strata are encountered undisturbed tube samples will be collected.





Mr. Jonathan Ruff, P.E.
December 10, 2020
Page 3

- No observation wells will be installed.
- Corrosion testing will be performed on three sample collected from the borings.
- No weekend or night work is anticipated.
- No cold patch will be required to repair asphalt surfaces.
- Maintenance and protection of traffic (MPT) will not be required.

The geotechnical field program will be performed by staff experienced with the local geology, soil and rock classification, determine groundwater table depth/elevation, and executing complex field drilling programs. Visual soil identification reported on the test boring logs shall conform to ASTM D-2488 and Unified Soil Classification System (USCS) for soil samples with laboratory test results. A geotechnical data report will be prepared to document the results of the field investigation.

SHPO Coordination

During the report phase of this project, CDM Smith coordinated an overall project review with the State Historic Preservation Office (SHPO) and received their approval for the project to proceed with planning and design services in order to submit for the WIIA grant. With a defined scope of work for the Phase 1 improvements we will subcontract with a licensed archeologist to coordinate project specifics with SHPO and complete a Phase 1A archeological investigation. Given the woodland area where the Phase 1 improvements are located, we assume no supplemental archeological investigations are required. If SHPO deems additional investigation is necessary following the Phase 1A, CDM Smith will prepare a corresponding amendment for the City's consideration.

Groundwater Production Well Design

CDM Smith will participate in a conference call with the City and HydroSource Associates, Inc. to discuss:

- Confirming four new groundwater production wells should be assumed for full build out.
- Confirming a maximum design flow of 4.5 MGD for pipeline design purposes.
- Confirming Test Well 4A will be converted to a production well in Phase 1.
- The well diameter, depth and assumed groundwater table elevation during operation.
- Redundancy requirements for piping between each well and the existing raw water transmission main system.



Mr. Jonathan Ruff, P.E.

December 10, 2020

Page 4

With this information, CDM Smith will complete the following activities:

- Confirm the previously calculated pipe size between the wells and the existing raw water transmission main.
- Confirm the previously calculated pump characteristics including flow, discharge head and horsepower.
- Confirm the wellfield piping can be constructed entirely on City owned property.
- Confirm the previously calculated electrical service and standby emergency generator system requirements.

Design Drawings

CDM Smith will prepare the following preliminary design drawings at this stage of completion:

- Legend, Abbreviations and Notes
- Existing Conditions Plan
- Pipe Plan and Profiles (3 sheets at 1" = 50' scale)
- Enlarged Connection Plan (Production Well & Mead Raw Water Main)
- Electrical Site Plan
- Electrical One Line Diagram

Deliverables

CDM Smith will submit the design drawings and Phase 1A archeological investigation to the City electronically in PDF format. We will also provide an Opinion of Probable Cost of Construction (OPCC) of Class 4 (-30% to + 50%) accuracy. We anticipate holding a review conference call within two weeks thereafter.

60% Design

CDM Smith anticipates advancing the project to the 60% completion level as the next milestone. We will provide key design updates to the City during this time as required. The 60% design documents will include a progression of the 30% design documents, additional civil and electrical details and specifications for pipe, valves and pumps. We will provide the drawings and specifications electronically in PDF format and anticipate holding a review conference call within two weeks thereafter.





Mr. Jonathan Ruff, P.E.
December 10, 2020
Page 5

90% Design

CDM Smith will next advance the project to the 90% completion level. The 90% design documents will include all drawings and specifications required for the project.

The 90% design documents will include draft permit applications to New York State Department of Health (NYSDOH) for Approval of Plans for Public Water Supply Improvements and the New York State Department of Environmental Conservation (NYSDEC) for a Water Withdrawal Permit modification.

The 90% design documents will also include a Stormwater Pollution Prevention Plan (SWPPP) for construction as we assume the total disturbance will exceed one acre.

We will provide three half size hard copies of the drawings and an electronic copy in PDF format plus an electronic copy of the specifications for this review.

We will also provide an updated OPCC with this deliverable based on our experience and qualifications and will represent our best judgment as an experienced and qualified professional generally familiar with the construction industry. In general, it is expected that the OPCC generated by CDM Smith could be anywhere between -15% to +20% in accuracy range. However, since CDM Smith has no control over the cost of labor, materials, equipment or services furnished by others, over the contractor's methods of determining prices, or over competitive bidding or market conditions, CDM Smith cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable project cost range prepared.

CDM Smith will then attend a review conference call with the City to review the project and receive the City's comments. We will then update the documents incorporating the City's comments and issue them to the NYSDOH and Environmental Facilities Corporation (NYSEFC) for review and comment.

Final Design

CDM Smith will finalize the contract documents based on comments received from regulatory agencies and provide sealed copies (100% deliverable) of the plans and specifications in PDF format for the City's use in bidding. We will provide three half size and one full size copy of the drawings, one hard copy of the specifications and an electronic copy in PDF format for the City's records.

Assumptions

In preparing this Amendment, CDM Smith assumes the following:





Mr. Jonathan Ruff, P.E.

December 10, 2020

Page 6

- HydroSource Associates, Inc. will prepare a Hydrogeologic Report for the new groundwater well under separate contract with the City for CDM Smith's use in obtaining regulatory approval for the new groundwater well.
- Design and installation of production wells including pump tests will be completed by HydroSource Associates, Inc. under separate contract with the City. CDM Smith will be responsible for the design of the pump discharge piping, and sanitary seal.
- SEQRA is complete as it was previously deemed a Type I action with a coordinated review.
- Structures are not required at each well location and the wells will be capped with a traditional sanitary seal. Electrical equipment will be in a pad mounted, free standing, outdoor rated enclosure.

Project Schedule

CDM Smith is prepared to begin work on this assignment upon receipt of an executed amendment and we anticipate the following deliverable schedule assuming authorization by December 31, 2020:

30% Design – March 12, 2021

60% Design – April 23, 2021

90% Design – May 21, 2021

Final Design – June 4, 2021

Project Cost

CDM Smith proposes to complete the scope of work on a time and expense basis for a not to exceed fee of \$192,000, thereby increasing our upper limit from \$81,100 to \$273,100. 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 2 to our existing contract.





Mr. Jonathan Ruff, P.E.
December 10, 2020
Page 7

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,

A handwritten signature in black ink, appearing to read "D.D. Durfee".

Daniel D. Durfee, PE, BCEE
Vice President
Camp Dresser McKee & Smith

cc: Greg Bold – CDM Smith

Approved:

Mayor

Date



A RESOLUTION MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021, AND LEVYING THE PROPERTY TAX FOR THE FISCAL YEAR 2021, AND ADOPTING A CAPITAL PROGRAM FOR THE YEARS 2021 THROUGH 2025 AND FOR LEVYING SPECIAL ASSESSMENTS FOR THE MUNICIPAL PARKING LOT AND THE US OVAL PARKING DISTRICT FOR THE FISCAL YEAR 2021.

At a meeting of the Common Council of the City of Plattsburgh, New York held Thursday, January 7th, 2021, the following resolution was offered:

By Councilor: _____ ; Seconded by Councilor: _____

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF PLATTSBURGH:

That the respective amounts set forth hereinafter, constituting the Annual Budget of the City of Plattsburgh for the fiscal year 2021, the pages of which are hereby made a part of this resolution, aggregating the sum of Fifty-seven Million, One Hundred Sixty-five Thousand, Nine Hundred Fifty-five and 00/100 (\$57,165,955.00) Dollars for the General, Sewer, Park & Recreation Complex, Library, Municipal Parking Lot, US Oval Parking District, Water, Debt Service and Municipal Lighting Funds, are hereby appropriated, in the respective amounts shown for the separate appropriation accounts of each departmental budget, for the several departments of the Municipal Government, and as much of each of such appropriation accounts as may be necessary is hereby authorized to be expended by the several departments from their respective appropriations.

That the amounts hereinafter set forth in the above-mentioned budget document as estimated revenues of the several funds, to the extent of such respective estimates, are hereby appropriated towards the above described authorized expenditures.

That the amounts indicated hereinafter representing unencumbered surplus and/or cash balances at the close of the 2020 fiscal year, in the several funds are hereby appropriated within the respective funds towards the above described authorized expenditures.

That the sum of Eighteen Million, Two Hundred Thirty-nine Thousand, One Hundred Forty-four and 68/100 (\$18,239,144.68) Dollars, including Five Million, Five Hundred Eighteen Thousand, Seven Hundred Thirty-six and 94/100 (\$5,518,736.94) Dollars for the City of Plattsburgh's Certified portion of the Clinton County Tax Levy, is hereby levied and assessed on the taxable Real and Special Franchise property in the City of Plattsburgh, New York, for the fiscal year beginning January 1, 2021, and ending December 31, 2021, according to the valuations placed upon the 2020 assessment roll approved and filed for such purpose; and the proceeds of such levy and assessment, to the extent fixed above, are hereby appropriated to the General Fund towards the above described authorized expenditures, and for remittance of the certified amount of the City of Plattsburgh's portion of the Clinton County Tax Levy to the County Treasurer of Clinton County.

That the City Chamberlain shall cause the said taxes above to be levied and assessed, together with One Million, One Hundred Forty Thousand, Eight Hundred Thirty-three and 05/100 (\$1,140,833.05) Dollars of unpaid 2020-2021 Plattsburgh City School District taxes including such other delinquent charges as shall be deemed proper, to be inserted and extended against the several parcels of property on the Assessment and Tax Roll from the year 2020, and that upon completion of such extensions of the Tax Roll, the proceeds of such levy and assessment, to the extent fixed above, are hereby

allocated to the General Fund for the City Tax Enforcer's authorized estimated revenue portion, and for remittance of the certified amount of the Plattsburgh City School District's return of unpaid taxes and penalties to the District Treasurer of the Plattsburgh City School District.

That the sum of Seventy-one Thousand, Five Hundred Nine and 96/100 (\$71,509.96) Dollars is hereby levied and assessed on the Special Benefit and Assessment District on the taxable real property for the fiscal year beginning January 1, 2021 and ending December 31, 2021, according to the valuations placed upon the Special Benefit and Assessment District, approved and filed for such purpose; and the proceeds of such levy and assessment, to the extent fixed above, are hereby appropriated to the Special Assessment District Fund.

That for the purpose of such levy and assessment, the rates appearing hereinafter as part of the Annual Budget Document are hereby established and declared on each square foot of building area appearing on the above mentioned assessment roll.

That the sum of Thirteen Thousand, Four Hundred Ninety-nine and 98/100 (\$13,499.98) Dollars is hereby levied and assessed on the US Oval Parking District on the benefited real property lots located within said District for the fiscal year beginning January 1, 2021, and ending December 31, 2021, according to the US Oval Parking District Benefit Allocation Schedule dated December 8th, 2015, approved and filed for such purpose as part of the Annual Budget Document; and the proceeds of such levy and assessment, to the extent fixed above, are hereby appropriated to the US Oval Parking District Special Assessment Fund.

That the City Chamberlain shall cause the said taxes above levied and assessed, together with Fifty-eight Thousand, Nine Hundred Sixty and 58/100 (\$58,960.58) Dollars of delinquent Special Benefit and Assessment District, water meter charges and such other delinquent charges as shall be deemed proper, to be inserted and extended against the several parcels of property on the Assessment and Tax Roll from the year 2020, and that upon completion of such extensions of the Tax Roll, he shall be given a warrant for the collection thereof, pursuant to the provisions of the City Charter.

That current revenue receipts from sources other than those hereinafter set forth as sources of estimated revenues, and receipts in excess of the revenue estimates from the several sources hereinafter set forth, shall be deposited to the General Fund, or to the other funds of the General Account, as the source of revenue may determine and shall be credited to the respective revenue accounts; and that receipts of the Municipal Lighting Department shall be deposited to the Municipal Lighting Department Fund.

That the Capital Expenditure Program for 2021 through 2025, the pages of which are hereby made a part of this resolution, aggregating the sum of Fifty-eight Million, Nine Hundred Sixty-two Thousand Three Hundred Sixty-three and 00/100 (\$58,962,363.00) Dollars is hereby adopted, subject to the appropriation or appropriations of the necessary funds.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK

STATE OF NEW YORK)
COUNTY OF CLINTON)
CITY OF PLATTSBURGH)

THE PEOPLE OF THE CITY OF PLATTSBURGH, NEW YORK
TO THE CITY CHAMBERLAIN OF THE CITY OF PLATTSBURGH, NEW YORK

GREETINGS:

YOU ARE HEREBY AUTHORIZED, DIRECTED AND REQUIRED, to receive, levy and collect all taxes, in the manner provided by law, from the several persons, firms, corporations and properties named and specified in the Assessment Roll for the fiscal year 2021, to which this warrant is hereunto annexed and herewith delivered to you, in the several sums mentioned and stated thereon, being a total of \$18,239,144.68.

City Tax	\$11,364,517.65
County Tax	5,518,736.94
2019-2020 School Tax Re-levy	1,140,833.05
City Omitted Tax	47,209.26
County Omitted Tax	23,877.26
Delinquent Public Works	91.19
Delinquent Water	22,434.57
Delinquent Sewer	31,225.74
Delinquent Waste Collection	5,209.08
Assessment District No1 (Downtown)	71,509.96
US Oval Parking District	13,499.98
	<u>\$18,239,144.68</u>

Together with all fees, interest and penalties which may accrue thereon according to the provisions of law, collection thereof to be made in four (4) installments as provided in Section 150 of the City Charter, as amended; it being understood that such installments shall also include, in addition to one-fourth of the general taxes and Parking Lot District Taxes, those delinquent water meter charges, sewer charges and other charges of previous years not heretofore paid, together with fees and interest thereon, as provided in Section 45B and 167 of the City Charter; and 150 of the City Charter.

(2)

You are hereby authorized and directed to deposit all the monies collected for all taxes and charges on such assessment roll to the credit of the General Fund, Water or Sewer Fund, Parking Lot District Fund, as the source of revenue may determine.

In the event any taxes, water and sewer or delinquent charges, or Parking Lot District Taxes, together with fees, interest and penalties, remain unpaid on November 1, 2021, you are directed to proceed to collect the same in the manner prescribed by Article 11 of the Real Property Tax Law, as amended by Chapter 602 of the Laws of 1993, by Chapter 532 of the Laws of 1994 and Chapter 579 of the Laws of 1995.

GIVEN UNDER THE HANDS OF THE MAYOR AND CITY CLERK of the City of Plattsburgh, New York, with the seal of said City affixed hereto.

Christopher Rosenquest, Mayor

DATED: January 7th, 2021

Sylvia Parrotte, City Clerk