

RESOLUTION 2.1 – 03/15/21

**RESOLUTION TITLE: AUTHORIZING THE USE OF “PARKLETS” FOR THE 2021 OUTDOOR DINING SEASON (page 1)**

WHEREAS, In previous years the use of “Parklets” and outdoor dining have created a positive quality of life for downtown residents, visitors, and businesses; and

WHEREAS, the continued use of Parklets will help expand restaurant capacity and encourage patronage in the time of COVID-19

NOW, THEREFORE, BE IT RESOLVED, The Common Council approves City of Plattsburgh restaurants and other food service establishments to use parking spaces in front of their establishment for outdoor dining seating, subject to appropriate licensing by NYS Liquor authority and the appropriate City permits issued by Building Inspector pursuant to Article VII of Chapter 295 of the City Code; and

BE IT FURTHER RESOLVED, The Building Inspector or his/her designee is authorized to issue permits based on the date of submission, space availability, and conformance with the City Code; and

BE IT FURTHER RESOLVED, All permits must be received prior to barrier placement and in the event a permit application diagram exceeds the boundaries immediately in front of the applicant’s property, the minor extension can be approved by Building Inspector so long as adjacent property owners don’t object; and

BE IT FURTHER RESOLVED, The maximum number of parking spaces that may be utilized for parklets is \_\_\_\_ and the Table Fee will be \$20/table; and the Parking Space Use Fee will be \$300/space; and

BE IT FURTHER RESOLVED, The fee for installing or removing concrete or other barriers at the beginning and end of the season are borne entirely by the application in the amount of \$1,418.00 if performed by the City’s Department of Public Works. If the applicant chooses to hire a private service provider all barriers need to be installed in conformance with the City Code and cannot obstruct or conflict with traffic; and

BE IT FURTHER RESOLVED, That the approved parklet utilization dates are from May 1, 2021 – September 30, 2021.

Approved by the **PUBLIC SAFETY COMMITTEE** at its meeting on **MARCH 15, 2021**

“Yes”

“No”

Absent



P 1  
picvirpt

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

REPORTING PERIOD: 02/12/21 TO 03/11/21

03/11/2021 14:11  
1427lbee

DEPARTMENT: Building Inspector

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	6
PROPERTY MAINTENANCE	11
SNOW	4
DEPARTMENT TOTALS	21
REPORT TOTALS	21

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

**RESOLUTION 3.1 – 03/15/21**

**RESOLUTION TITLE: Approving 2021 Animal shelter agreement with Eagle’s Nest Veterinary Hospital (pages 3-7)**

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**RESOLVED:** In accordance with the request therefore the Common Council approves a year contract with Eagle’s Nest Veterinary Hospital for 2020 Animal Shelter Services for fees outlined in the agreement.

Approved by the **PUBLIC SAFETY COMMITTEE** at its meeting on **MARCH 15, 2021**

“Yes”

“No”

Absent

**2021 ANIMAL SHELTER AGREEMENT  
BETWEEN  
EAGLE’S NEST VETERINARY HOSPITAL  
AND THE  
CITY OF PLATTSBURGH**

**THIS AGREEMENT**, (hereinafter, “AGREEMENT”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and effective \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, between the City of Plattsburgh, a municipal corporation in the County of Clinton, State of New York, hereinafter “MUNICIPALITY” and Eagle’s Nest Veterinary Hospital, a domestic for-profit corporation, with its principal place of business at 34 Skyway Plaza, #2, Plattsburgh, County of Clinton and State of New York, hereinafter “EAGLE’S NEST”.

**WITNESSETH**

**WHEREAS**, the MUNICIPALITY has the obligation to seize dangerous dogs pursuant to Agriculture and Markets Law (hereinafter LAW), and to assure that these dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the EAGLE’S NEST to perform such services as required in the LAW for the redemption periods specified; and

**WHEREAS**, EAGLE’S NEST maintains a medical/boarding facility for dogs, brought to it from animal control officers working for the CITY OF PLATTSBURGH.

**NOW THEREFORE, IT IS AGREED** between the parties hereto as follows:

**ARTICLE I**

1. EAGLE’S NEST will board and treat all dangerous dogs seized under Section 117 of the LAW, and will properly care for all dogs in its care, and will humanely euthanize, or transfer seized dogs not redeemed back to their owners or other designated agency as provided in the LAW and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

2. EAGLE’S NEST will accept only dangerous dogs, or dogs thought to be dangerous, from the MUNICIPALITY under the terms of this AGREEMENT. The MUNICIPALITY must secure prior authorization from EAGLE’S NEST management prior to bringing any animal to EAGLE’S NEST.

3. All impoundment fees imposed by the municipality will be paid and licenses issued by the MUNICIPALITY to the dog’s owner at the Municipal Clerk’s office. All impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be redeemed at EAGLE’S NEST during normal business hours. The operating hours of EAGLE’S NEST will be provided to the Municipal Clerk’s office at the beginning of the year, and will be updated if changed. EAGLE’S NEST will permit



redemption by the lawful owners of seized animals during its posted hours for redemptions, directly from EAGLE'S NEST'S location in Plattsburgh, New York. Dogs must be properly licensed by the MUNICIPALITY. All redemption fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to EAGLE'S NEST.

4. EAGLE'S NEST will operate a boarding facility as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of Dangerous Dogs only brought to EAGLE'S NEST by the MUNICIPALITY and its officers. For any dog brought to EAGLE'S NEST by the MUNICIPALITY under the LAW, the expenses and care of the dog will be the sole responsibility of MUNICIPALITY at the conclusion of the redemption period. EAGLE'S NEST will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by the LAW and the rules and regulations promulgated pursuant thereto.

5. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense either before being brought to EAGLE'S NEST for holding, or at the time of admission, if injuries are life threatening. If veterinary care is required during the redemption period or during the court mandated holding period, EAGLE'S NEST will bill the MUNICIPALITY for the cost of the service. EAGLE'S NEST professional staff will determine the need for veterinary care.

6. EAGLE'S NEST'S records relative to the dispositions of any dogs seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which EAGLE'S NEST'S offices are open to the public, preferably by appointment to meet the MUNICIPALITY'S representative from having to wait.

7. The MUNICIPALITY will complete intake forms provided by EAGLE'S NEST at the time the animals are brought to EAGLE'S NEST for each animal, including desired holding time, seizure reason and release date as well as any notes regarding medical conditions (24 hours) and the incident that is the cause for this pet being labeled a dangerous dog.

8. The redemption period for all dangerous dogs will be determined by the MUNICIPALITY based on the individual situation. The MUNICIPALITY will notify EAGLE'S NEST of the final date of the redemption period at the time the animal is brought to EAGLE'S NEST, or as soon as it is known.

**ARTLCLE II**

1. The MUNICIPALITY agrees to pay EAGLE'S NEST for service rendered under this AGREEMENT. The following are the fees that will be charged to the MUNICIPALITY:

- Upon signing the contract, a \$500 Retainer fee shall be paid by the MUNICIPALITY to EAGLE’S NEST. This will be applied to the first \$500 in charges that the municipality is billed for dangerous dog services. If no services are rendered during the contract period, the fee will be non-refundable.
- Dogs seized under Article 7 of the LAW and brought to EAGLE’S NEST by the MUNICIPALITY to be held will then at the conclusion of the redemption period be made available for transfer to another agency or euthanized per the sole discretion of EAGLE’S NEST and court mandate.
- \$100 per dog up to 150lbs per day/\$150 per dog per day for dogs over 150 lbs commencing on the day the dog is brought to EAGLE’S NEST (Base Fee). The base fee includes health and temperament assessment and the administration of any medications or treatments deemed necessary. Any additional tests, treatment or medications will be billed at regular EAGLE’S NEST rates in addition to the base rate. Additionally, \$75 after-hour drop off fee if dog delivered between 5 p.m. and midnight or \$100 after-hour drop off fee if dog delivered after midnight.
- If the MUNICIPALITY requests, or per court order, directs that a dog be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged the above referenced rate, until provided written request regarding the dog.

2. All fees due under this AGREEMENT shall be paid within thirty (30) days of a monthly invoice being sent by EAGLE’S NEST to the MUNICIPALITY. In the event monthly fees are not paid in full, EAGLE’S NEST may assess a late payment charge equivalent to ten (10%) percent per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the AGREEMENT, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY’S violation of Article 7 of the Agriculture and Markets Law.

### ARTICLE III

1. This AGREEMENT shall become effective on \_\_\_\_\_, 20\_\_, and shall continue in effect until \_\_\_\_\_, 20\_\_. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. In the event EAGLE’S NEST terminates this agreement without cause, the unused portion of the \$500.00 retainer fee will be returned to the MUNICIPALITY. Similarly, if the MUNICIPALITY terminates this agreement without cause, the \$500.00 retainer fee shall be kept by EAGLE’S NEST.

2. Notwithstanding the prior terms hereof, EAGLE’S NEST by its Board of Directors reserves the right, on thirty (30) days’ written notice, to terminate this



AGREEMENT without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires EAGLE'S NEST to perform any act inconsistent with its humane principals.

3. If any terms or provision of the AGREEMENT or the application thereof to any person, firm or corporation or circumstance shall, to any extent be determined to be invalid or unenforceable, the remainder of the AGREEMENT, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this AGREEMENT.

BY:

\_\_\_\_\_  
CITY OF PLATTSBURGH

\_\_\_\_\_  
Erik Eaglefeather  
EAGLE'S NEST VETERINARY HOSPITAL



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

Bradley Kiroy  
Captain

March 15, 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 February 2021.

Respectfully Submitted,

Captain Bradley Kiroy  
Plattsburgh Police Department



PARKING VIOLATIONS BUREAU

Monthly Report for February 2021

	<u>Feb 2021</u>	<u>Feb 2020</u>
TICKETS ISSUED:	156	109
TICKETS COLLECTED:	133	96
REVENUE FOR MONTH:	\$5,716.00	\$3,947.50

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YEAR TO DATE TOTALS:

	<u>Feb 2021</u>	<u>Feb 2020</u>
TICKETS ISSUED:	452	338
TICKETS COLLECTED:	354	283
REVENUE:	\$14,141.75	\$10,187.50

COMPARISON:      Parking tickets issued for Feb. 2021: UP 47  
                          Parking tickets collected for Feb. 2021: UP 37  
                          Revenue for Feb. 2021: UP \$1,768.50  
                          Amount Dismissed: \$420.50



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 DRWAY/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	0	0	0	0.00	0.00
65 WWY1WAY	0	0	0	0	0	0.00	0.00
67 ANGLE	0	0	0	0	0	0.00	0.00
68 OVERLINE	0	0	0	0	0	0.00	0.00
69 OVERTIME 10 MIN	0	0	0	0	0	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	0	0.00	0.00
81 HANDICAP	0	0	0	0	0	0.00	0.00
82 TRAILER	0	0	0	0	0	0.00	0.00
86 SNOW/BAN	0	0	0	0	0	0.00	0.00
87 LIM SNOW/BAN	0	0	0	0	0	0.00	0.00
88 UNINSPECTED	0	0	0	0	0	0.00	0.00
89 UNREG MV	0	0	0	0	0	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	0	0.00	0.00
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	1	0.00	15.00
97 NO ACCESS/HDCP	0	0	0	1	1	15.00	15.00
98 12" CURB	0	0	1	1	1	15.00	15.00
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	28	205	1,103.00	9,515.00	
200 OVERTIME PARKING	0	0	0	4	0.00	73.50	
201 PARKING BAN	0	0	115	217	4,482.00	8,878.00	
202 CITY ROW	0	0	0	0	0.00	0.00	
Other	0	0	1	21	0.00	0.00	
TOTALS:	0	0	156	452	5,996.00	19,506.00	

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254  
 TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 452

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93%  
 PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83.07%

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