



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

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

## MEMO

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

**FROM:** Fire Chief, Scott Lawliss

**DATE:** December 16, 2019

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, December 10, 2019 to Monday, December 16, 2019  
our Department has responded to the following:

<b>Fire Calls</b>	<b><u>9</u></b>
	4 alarm activation with investigation of cause
	1 MVA with patient care and hazardous mitigation
	1 EMS initiated patient care prior to transport ambulance
	1 smoke / odor removal
	1 heat from short circuit with hazardous mitigation
	1 vehicle lockout
<b>Ambulance Calls</b>	<b>49</b>
<b>Mutual Aid by CVPH</b>	<b>6</b>

12/17/2019 12:06  
14271bee

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

P  
plcv1rpt  
2

DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/11/19 TO 12/17/19

REFERENCE CASE	LOCATION	COMMENT	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED COMPLETED
----------------	----------	---------	-------------	----------------------------	-------------------

1903	129 BROAD ST		PHONE CALL 0	MOUNTAIN HARBOR PROPERTIES LLC	12/13/2019
------	--------------	--	--------------	--------------------------------	------------

VIOLATION	LOOSE GARBAGE AT 129 BROAD ST.	FRONT YARD AND IN ROAD.	0	COMPLY BY	COMPLETED	4 DAYS OPEN
-----------	--------------------------------	-------------------------	---	-----------	-----------	-------------

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	DONE	12/14/19	12/14/19		12/13/19	
NOTICE	NOTICE	NEW	12/14/19				
REINSPECT	INSPECTION	NEW					
ORDER PICK UP	OTHER	NEW					

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	12/14/19	12/14/19		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

1902	5066 SO CATHERINE ST		MICHAEL J BIBBER		12/12/2019
------	----------------------	--	------------------	--	------------

VIOLATION	PROPERTY MAINTENANCE	SEVERITY	0	COMPLY BY	COMPLETED	5 DAYS OPEN
	COUCH ON FRONT LAWN					

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW	12/14/19				
NOTICE	NOTICE	NEW					
FOLLOW UP	INSPECTION	NEW					
ORDER REMEDY	NOTICE	NEW					
APPEARANCE TICKE	OTHER	NEW	LETTER				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	12/14/19	12/14/19		.00
COMPLAINT	KYLE BURDO				.00

COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS	2 COMPLAINTS/VIOLATIONS	0 COMPLETED	.00
COMPLAINT/VIOLATION ACTIVITY 12/11/19-12/17/19:	2 CREATED	0 COMPLETED	.00

REPORT TOTALS	2 COMPLAINTS/VIOLATIONS	0 COMPLETED	.00
COMPLAINT/VIOLATION ACTIVITY 12/11/19-12/17/19:	2 CREATED	0 COMPLETED	.00

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



12/17/2019 12:06  
14271bee

CITY OF PLATTSBURGH LIVE  
COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 12/11/19 TO 12/17/19

P | 1  
plcvlrpt



COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	1
PROPERTY MAINTENANCE	1
DEPARTMENT TOTALS	2
REPORT TOTALS	2

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

**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 01/01/2019 00:00 TO 12/15/2019 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	17	15	8	7	10	16	8	11	15	16	13	14	150
ABC VIOLATIONS	0	60	0	0	0	0	2	2	1	2	0	2	22	91
ABSCONDED	0	3	5	4	1	0	0	2	1	4	2	2	1	25
ADMINISTRATIVE	0	4	4	6	7	9	5	6	7	3	10	12	2	75
AIDED MEDICAL	0	48	36	13	11	11	18	19	27	26	33	43	39	324
ALARM	0	22	19	25	33	27	17	25	17	42	38	17	13	295
ANIMAL DOMESTIC	0	5	7	4	1	11	19	30	29	28	23	19	8	184
ANIMAL WILD	0	4	0	0	0	7	3	3	5	2	1	3	2	30
ASSAULT	0	11	10	1	3	5	1	3	3	7	5	5	2	56
BAD CHECK	0	0	0	0	0	2	1	3	4	3	0	0	0	13
BEAT MONITORING	0	94	39	0	0	0	0	0	0	0	0	0	0	133
BKGRND INYST CIVILIAN	0	0	0	0	4	46	75	12	7	0	0	0	0	144
BKGRND INYST SWORN	0	0	0	0	0	2	1	0	0	0	0	0	0	3
BURGLARY	0	1	5	1	2	5	3	6	5	8	12	4	2	54
CHILD SEAT INSTALL	0	0	0	0	0	1	0	0	0	0	8	7	0	16
CITY CODE VIOLATION	0	12	7	1	0	1	8	4	4	5	6	7	17	72
CRIMINAL MISCHIEF	0	9	6	4	3	17	13	15	11	16	10	12	7	123
CROSSING GUARD	0	0	0	0	6	9	1	3	9	4	0	2	1	35
DEATH INVEST	0	0	1	1	0	2	1	3	5	2	1	2	0	18
DISORDERLY PERSONS	0	56	49	8	1	6	18	22	34	36	30	44	50	354
DOG SEIZURE	0	0	0	0	1	0	4	1	2	1	1	0	0	10
DOMESTIC	0	29	34	11	18	12	34	29	36	33	47	67	53	403
DOOR UNLOCKING	0	3	3	1	15	33	38	49	43	49	42	30	21	327
DRUG INVESTIGATION	0	7	3	2	1	15	27	32	28	30	25	18	7	195
DWI / IMPRD / DRUGS	0	12	16	0	1	0	0	1	0	0	0	1	8	39
EMOTIONALLY DISTRBD PERSN	0	7	5	4	5	8	7	10	16	20	15	11	15	123
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	12	27	60	119	32	13	4	1	0	268

FIRE	0	0	3	0	3	2	2	4	3	7	4	5	4	37
FOOT PATROL	0	79	86	36	0	3	10	15	13	11	12	38	62	365
FORGERY	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FRAUD	0	0	0	0	2	7	7	8	5	2	1	0	0	32
HARASSMENT	0	7	6	3	0	18	31	32	39	31	35	37	21	260
INSECURE PROPERTY	0	28	29	18	3	1	0	1	2	1	4	10	25	122
JUVENILE	0	0	1	0	3	21	8	16	21	15	20	14	5	124
KIDNAPPING	0	0	0	0	0	1	0	0	0	0	0	0	0	1
LARCENY	0	8	6	4	7	28	52	52	44	37	31	34	11	314
LOST AND FOUND	0	9	18	6	15	33	49	42	39	47	29	20	12	319
M/V ACCIDENT	0	12	8	2	27	76	113	160	172	126	66	45	11	818
M/V OFFENSE	0	7	3	0	0	5	4	4	7	12	9	14	12	77
M/V THEFT	0	0	0	0	0	0	3	1	0	2	0	1	1	8
MARIHUANA INVST	0	0	0	0	0	3	2	3	5	4	2	1	1	21
MEDIATION-NO OFFENSE	0	3	1	5	1	4	3	2	6	6	10	7	7	55
MISC CALLS	0	47	33	10	23	50	68	71	76	70	76	71	55	650
MISC OFFENSES	0	3	2	0	1	16	19	6	11	18	13	5	2	96
MISSING PERSON	0	0	0	0	1	1	2	7	2	9	4	4	3	33
NARCO INTEL	0	0	0	4	1	0	0	0	1	1	0	2	0	9
NEIGHBOR CRISIS	0	1	2	2	1	2	4	14	9	19	18	6	7	85
NOISE VIOLATION	0	111	50	11	4	8	11	10	18	25	25	75	123	471
OPEN CONTAINER	0	6	2	0	0	0	0	0	1	0	0	2	4	15
OUTSIDE AGENCY ASSIST	0	13	4	5	4	7	9	12	14	11	11	9	10	109
PARKING VIOLATIONS	0	4	4	2	13	15	26	17	14	6	11	8	15	135
PAROLE NOTIFICATION	0	0	0	0	4	34	29	15	21	2	0	0	0	105
PRISONER TRANSPORT	0	3	0	0	21	87	17	11	21	17	12	13	4	206
PROPERTY RETRIEVAL	0	1	1	1	1	13	15	11	18	19	14	11	6	111
REPOSESION	0	1	1	0	1	0	2	2	5	2	1	2	2	19
ROBBERY	0	0	0	0	0	0	0	0	0	0	1	0	1	2
SAFE SCRIPTS PROGRAM	0	0	0	0	0	27	9	16	22	0	0	0	0	74
SERVICES	0	42	40	39	39	217	251	85	15	12	16	69	59	884
SEX CRIMES	0	3	3	2	1	7	8	4	7	7	1	2	3	48
SEX OFFENDR REGISTRATION	0	0	0	0	1	13	24	6	4	1	0	0	0	49

SICK LEAVE	0	3	15	28	20	6	13	18	11	26	7	7	5	159
SIDEWALK ORDINANCE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SUSPICIOUS ACTIVITY RPT	0	31	22	7	4	11	12	19	13	20	18	62	60	279
TRAFFIC DETAIL	0	0	0	0	7	9	1	7	1	1	11	15	2	54
TRAFFIC STOP	0	254	182	41	13	96	124	101	130	84	74	594	526	2219
TRESPASSING	0	24	14	7	9	8	18	12	16	13	22	20	21	184
WARRANT	0	7	2	1	1	3	5	6	16	6	3	7	6	63
WELFARE CHECK	0	57	57	18	28	61	69	67	81	54	70	117	66	745
Totals:	0	1168	859	346	391	1159	1392	1264	1223	1073	960	1649	1436	12920

**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 01/01/2019 00:00 TO 12/08/2019 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	17	15	8	7	10	16	8	10	15	16	13	14	149
ABC VIOLATIONS	0	60	0	0	0	0	2	2	1	2	0	2	21	90
ABSCONDED	0	3	5	4	1	0	0	2	1	4	2	2	1	25
ADMINISTRATIVE	0	4	4	6	7	9	5	6	7	3	10	11	2	74
AIDED MEDICAL	0	48	36	13	11	11	18	19	27	26	32	43	38	322
ALARM	0	21	19	24	33	26	16	23	17	42	38	16	12	287
ANIMAL DOMESTIC	0	5	6	4	1	10	19	30	28	28	20	19	8	178
ANIMAL WILD	0	4	0	0	0	7	3	3	5	2	1	3	2	30
ASSAULT	0	11	10	1	3	5	1	3	3	7	5	5	1	55
BAD CHECK	0	0	0	0	0	2	1	3	4	3	0	0	0	13
BEAT MONITORING	0	92	37	0	0	0	0	0	0	0	0	0	0	129
BKGRND INVST CIVILIAN	0	0	0	0	4	46	75	12	7	0	0	0	0	144
BKGRND INVST SWORN	0	0	0	0	0	2	1	0	0	0	0	0	0	3
BURGLARY	0	1	5	1	2	5	3	6	5	8	12	4	2	54
CHILD SEAT INSTALL	0	0	0	0	0	1	0	0	0	0	8	7	0	16
CITY CODE VIOLATION	0	12	7	1	0	1	8	4	4	5	6	7	17	72
CRIMINAL MISCHIEF	0	9	6	4	3	17	12	13	11	16	10	12	7	120
CROSSING GUARD	0	0	0	0	6	9	1	3	9	4	0	2	1	35
DEATH INVEST	0	0	1	1	0	2	1	3	5	2	1	2	0	18
DISORDERLY PERSONS	0	55	48	8	1	6	18	22	34	33	29	43	50	347
DOG SEIZURE	0	0	0	0	1	0	4	1	2	1	1	0	0	10
DOMESTIC	0	29	34	11	18	12	34	29	35	31	45	65	50	393
DOOR UNLOCKING	0	3	3	1	15	32	36	49	43	48	41	30	21	322
DRUG INVESTIGATION	0	7	3	2	1	15	26	31	28	29	25	17	7	191
DWI / IMPRD / DRUGS	0	12	16	0	1	0	0	1	0	0	0	1	8	39
EMOTIONALLY DISTURBED PERSON	0	7	5	4	5	8	6	10	16	19	15	11	14	120
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	12	27	59	119	31	13	4	1	0	266

FIRE	0	0	3	0	3	2	2	2	4	3	7	4	5	4	37
FOOT PATROL	0	78	84	36	0	3	10	15	13	10	12	38	61	360	
FORGERY	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
FRAUD	0	0	0	0	2	7	7	7	5	2	1	0	0	31	
HARASSMENT	0	7	6	3	0	18	30	33	38	31	34	37	21	258	
INSECURE PROPERTY	0	27	28	17	3	1	0	1	2	1	4	10	24	118	
JUVENILE	0	0	1	0	2	20	8	16	21	15	20	13	4	120	
KIDNAPPING	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
LARCENY	0	8	6	4	7	27	52	52	43	37	30	34	11	311	
LOST AND FOUND	0	9	18	6	15	31	49	39	38	45	29	20	12	311	
M/V ACCIDENT	0	12	8	2	25	76	110	154	167	124	65	45	11	799	
M/V OFFENSE	0	7	3	0	0	5	4	4	7	11	9	14	12	76	
M/V THEFT	0	0	0	0	0	0	3	1	0	2	0	1	1	8	
MARIJUANA INVST	0	0	0	0	0	3	2	3	5	4	2	1	1	21	
MEDIATION-NO OFFENSE	0	3	1	5	1	4	3	2	6	6	10	7	7	55	
MISC CALLS	0	47	32	10	23	49	66	69	74	69	76	69	54	638	
MISC OFFENSES	0	3	2	0	1	16	19	6	11	17	12	5	2	94	
MISSING PERSON	0	0	0	0	1	1	2	7	1	9	4	4	3	32	
NARCO INTEL	0	0	0	4	1	0	0	0	1	1	0	2	0	9	
NEIGHBOR CRISIS	0	1	2	2	1	2	4	13	8	18	18	6	7	82	
NOISE VIOLATION	0	111	49	11	4	8	11	10	18	25	25	74	120	466	
OPEN CONTAINER	0	6	2	0	0	0	0	0	1	0	0	2	4	15	
OUTSIDE AGENCY ASSIST	0	10	4	5	4	7	9	12	14	9	11	9	9	103	
PARKING VIOLATIONS	0	4	4	1	13	15	26	17	14	6	11	8	15	134	
PAROLE NOTIFICATION	0	0	0	0	4	33	29	15	19	2	0	0	0	102	
PRISONER TRANSPORT	0	3	0	0	21	86	17	11	21	17	12	13	4	205	
PROPERTY RETRIEVAL	0	1	1	1	1	13	15	11	18	19	13	11	6	110	
REPOSESION	0	1	1	0	1	0	2	2	5	2	1	2	2	19	
ROBBERY	0	0	0	0	0	0	0	0	0	0	1	0	1	2	
SAFE SCRIPTS PROGRAM	0	0	0	0	0	27	9	16	21	0	0	0	0	73	
SERVICES	0	42	40	39	39	215	251	85	15	12	15	69	59	881	
SEX CRIMES	0	3	3	2	1	7	8	4	7	7	1	2	3	48	
SEX OFFENDR REGISTRATION	0	0	0	0	1	13	24	6	4	1	0	0	0	49	



SICK LEAVE	0	3	14	28	19	6	13	18	11	24	7	7	5	155
SIDEWALK ORDINANCE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SUSPICIOUS ACTIVITY RPT	0	31	22	7	4	11	12	19	13	20	18	62	59	278
TRAFFIC DETAIL	0	0	0	0	7	9	1	7	1	1	11	13	2	52
TRAFFIC STOP	0	251	176	39	13	94	124	101	128	83	74	582	519	2184
TRESPASSING	0	24	14	6	9	8	18	12	16	13	22	20	21	183
WARRANT	0	7	2	0	1	3	5	5	16	6	3	7	5	60
WELFARE CHECK	0	56	57	18	26	59	66	64	80	51	70	117	64	728

Totals: 0 1155 843 339 385 1143 1376 1243 1201 1048 946 1625 1409 12713

December 10, 2019



Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142  
+1 212-1106-5000  
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com

D +1 212 506 5211

F +1 212 506 5151

**VIA E-MAIL** (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks  
City Chamberlain  
City of Plattsburgh  
City Hall, 6 Miller Street  
Plattsburgh, New York 12901



Re: City of Plattsburgh, Clinton County, New York  
Acquisition of Land/Related Planning and Demolition/Construction of New Arnie  
Pavone Memorial Parking Lot - \$930,000 Bonds  
Orrick File: 43851-2-11

Dear Richard:

We have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council. Please check SEQRA status. We rounded up to cover soft costs.

If utilized, please see that this resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend

DEG/zmt  
Enclosures  
4152-3459-0241.01

cc: Mr. Noah Nadelson (nnadelson@munistat.com)

**EXTRACT OF MINUTES**

Meeting of the Common Council of  
the City of Plattsburgh

December 19, 2019

**BOND RESOLUTION**

(ACQUISITION OF LAND AND CONST. OF PARKING LOT)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the 19<sup>th</sup> day of December, 2019, at 5:30 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member \_\_\_\_\_, who moved its adoption, seconded by Council member \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$930,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND THE CONSTRUCTION THEREON OF THE ARNIE PAVONE MEMORIAL PARKING LOT, IN AND FOR SAID CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the acquisition of a parcel of land at 25 Margaret Street and the construction thereon of the Arnie Pavone Memorial Parking Lot, in and for the City of Plattsburgh, Clinton County, New York, together with incidental improvements (including demolition of existing building) and expenses in connection therewith (Project No. H5110.65), there are hereby authorized to be issued \$930,000 bonds pursuant to the provisions of the Local Finance Law. Said specific object or purpose is hereby authorized at a maximum estimated cost of \$930,000.

Section 2. The plan for the financing for said maximum estimated cost is by the issuance of the \$930,000 bonds of the City herein authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 90, based upon subdivisions 12-a, 20(f) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*



**CERTIFICATION**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF CLINTON     )

I, the undersigned Clerk of the City of Plattsburgh, in the County of Clinton, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 19<sup>th</sup> day of December, 2019.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
5. That all members of the Common Council of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

## LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on December 19, 2019, and the validity of the obligations authorized by such Resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

December \_\_\_\_\_, 2019.

---

City Clerk

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$930,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND THE CONSTRUCTION THEREON OF THE ARNIE PAVONE MEMORIAL PARKING LOT, IN AND FOR SAID CITY.

<b>Specific object or purpose:</b>	Acquisition of a parcel of land and construction thereon of the Arnie Pavone Memorial Parking Lot at 25 Margaret Street
<b>Period of probable usefulness:</b>	10 years
<b>Maximum estimated cost:</b>	\$930,000
<b>Amount of obligations to be issued pursuant to this resolution:</b>	\$930,000 bonds
<b>SEQRA status:</b>	Type II Action



December 10, 2019

Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142  
+1 212-1106-5000  
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com

D +1 212 506 5211

F +1 212 506 5151

**VIA E-MAIL** (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks  
City Chamberlain  
City of Plattsburgh  
City Hall, 6 Miller Street  
Plattsburgh, New York 12901



Re: City of Plattsburgh, Clinton County, New York  
Purchase of Equipment for DPW Department – Aggregate \$295,000 Bonds  
Orrick File: 43851-2-11

Dear Richard:

We have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council. We rounded up to cover soft costs.

If utilized, please see that this resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend

DEG/zmt  
Enclosures  
4126-0848-1292.01

cc: Mr. Noah Nadelson (nnadelson@munistat.com)

**EXTRACT OF MINUTES**

Meeting of the Common Council of  
the City of Plattsburgh

December 19, 2019

**BOND RESOLUTION**

(Purchase of Equipment for DPW Department)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the 19<sup>th</sup> day of December, 2019, at 5:30 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member \_\_\_\_\_, who moved its adoption, seconded by Council member \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$295,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, IN AND FOR SAID CITY.

WHEREAS, the capital projects hereinafter described have been determined to be Type II Actions pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the purchase of equipment for reconstruction and maintenance for the Department of Public Works, each item of which costs \$30,000 or over, including incidental equipment, in and for the City of Plattsburgh, Clinton County, New York, there are hereby authorized to be issued an aggregate \$295,000 bonds of said City pursuant to the provisions of Local Finance Law (Project H5110.64 and 66).

Section 2. The plan for the financing for said maximum estimated cost is by the issuance of the \$295,000 bonds of the City herein authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for

the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.



The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**CERTIFICATION**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF CLINTON    )

I, the undersigned Clerk of the City of Plattsburgh, in the County of Clinton, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 19<sup>th</sup> day of December, 2019.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
5. That all members of the Common Council of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

## LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on December 19, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

December \_\_\_\_\_, 2019.

---

City Clerk

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$295,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS, IN AND FOR SAID CITY.

<b>Class of objects or purposes:</b>	Purchase of equipment, each item of which costs \$30,000 or over, for the Dept. of Public Works
<b>Period of probable usefulness:</b>	15 years
<b>Maximum estimated cost:</b>	\$295,000
<b>Amount of obligations to be issued pursuant to this resolution:</b>	\$295,000 bonds
<b>SEQRA status:</b>	Type II Action

December 10, 2019



Orrick, Herrington & Satchiff LLP  
51 West 52nd Street  
New York, NY 10019-6142  
+1 212-1106-5000  
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com  
D +1 212 506 5211  
F +1 212 506 5151

**VIA E-MAIL** (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks  
City Chamberlain  
City of Plattsburgh  
City Hall, 6 Miller Street  
Plattsburgh, New York 12901



Re: City of Plattsburgh, Clinton County, New York  
Acquisition of Parcels of Land - \$2,300,000 Bonds  
Orrick File: 43851-2-11

Dear Richard:

We have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council. We have not rounded up here to cover soft costs. As discussed, if any acquisition is sold while debt is outstanding, the debt will need to be paid off expeditiously unless sold to another municipal entity. Hence, it is best to only issue BANs for this purpose. We have treated the demolition expense here as incidental and relatively de minimus to acquisition. Please check SEQRA status!

If utilized, please see that this resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend

DEG/zmt  
Enclosures  
4159-9212-1121.01

cc: Mr. Noah Nadelson (nnadelson@munistat.com)  
Dean Schneller, Esq. (dean@schnellerlaw.com)

**EXTRACT OF MINUTES**

Meeting of the Common Council of  
the City of Plattsburgh

December 19, 2019

**BOND RESOLUTION**

(ACQUISITION OF LAND)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the 19<sup>th</sup> day of December, 2019, at 5:30 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member \_\_\_\_\_, who moved its adoption, seconded by Council member \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,300,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF PARCELS OF LAND, IN AND FOR SAID CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the acquisition of certain Rugar Street and Green Street parcels of land and buildings thereon, in and for the City of Plattsburgh, Clinton County, New York, including incidental improvements and expenses in connection therewith, including demolition of certain unsafe buildings thereat, there are hereby authorized to be issued \$2,300,000 bonds pursuant to the provisions of the Local Finance Law. Said class of objects or purposes is hereby authorized at a maximum estimated cost of \$2,300,000.

Section 2. The plan for the financing for said maximum estimated cost is by the issuance of the \$2,300,000 bonds of the City herein authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty (30) years, pursuant to subdivision 21(a) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.



Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**CERTIFICATION**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF CLINTON    )

I, the undersigned Clerk of the City of Plattsburgh, in the County of Clinton, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 19<sup>th</sup> day of December, 2019.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
5. That all members of the Common Council of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer  
this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

## LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on December 19, 2019, and the validity of the obligations authorized by such Resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

December \_\_\_\_\_, 2019.

---

City Clerk

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,300,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF PARCELS OF LAND, IN AND FOR SAID CITY.

<b>Class of objects or purposes:</b>	Acquisition of certain Rugar Street and Green Street properties, including incidental demolition of certain buildings
<b>Period of probable usefulness:</b>	30 years
<b>Maximum estimated cost:</b>	\$2,300,000
<b>Amount of obligations to be issued pursuant to this resolution:</b>	\$2,300,000 bonds
<b>SEQRA status:</b>	Type II Action

December 10, 2019



Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142  
+1 212-1106-5000  
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com  
D +1 212 506 5211  
F +1 212 506 5151

**VIA E-MAIL** (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks  
City Chamberlain  
City of Plattsburgh  
City Hall, 6 Miller Street  
Plattsburgh, New York 12901



Re: City of Plattsburgh, Clinton County, New York  
Reconstruction of Old Base Marina - \$244,000 Bonds  
Orrick File: 43851-2-11

Dear Richard:

We have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council. We rounded up to cover soft costs.

If utilized, please see that this resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend

DEG/zmt  
Enclosures  
4147-6017-5137.01

cc: Mr. Noah Nadelson (nnadelson@munistat.com)

**EXTRACT OF MINUTES**

Meeting of the Common Council of  
the City of Plattsburgh

December 19, 2019

**BOND RESOLUTION**

(RECONSTRUCTION OF OLD BASE MARINA)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the 19<sup>th</sup> day of December, 2019, at 5:30 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member \_\_\_\_\_, who moved its adoption, seconded by Council member \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$244,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF THE OLD BASE MARINA, IN AND FOR SAID CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the reconstruction of the Old Base Marina to repair flood damage, in and for the City of Plattsburgh, Clinton County, New York, including incidental improvements and expenses in connection therewith (Project H5110.59), there are hereby authorized to be issued \$244,000 bonds pursuant to the provisions of the Local Finance Law. Said specific object or purpose is hereby authorized at a maximum estimated cost of \$244,000.

Section 2. The plan for the financing for said maximum estimated cost is by the issuance of the \$244,000 bonds of the City herein authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 19(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for



the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

- 2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_  
Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**CERTIFICATION**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF CLINTON     )

I, the undersigned Clerk of the City of Plattsburgh, in the County of Clinton, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 19<sup>th</sup> day of December, 2019.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
5. That all members of the Common Council of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer  
this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

## LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on December 19, 2019, and the validity of the obligations authorized by such Resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

December \_\_\_\_\_, 2019.

---

City Clerk

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$244,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF THE OLD BASE MARINA, IN AND FOR SAID CITY.

<b>Specific object or purpose:</b>	Reconstruction of the Old Base Marina (flood repair)
<b>Period of probable usefulness:</b>	15 years
<b>Maximum estimated cost:</b>	\$244,000
<b>Amount of obligations to be issued pursuant to this resolution:</b>	\$244,000 bonds
<b>SEQRA status:</b>	Type II Action

December 10, 2019



Orrick, Harrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142  
+1 212-1106-5000  
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com  
D +1 212 506 5211  
F +1 212 506 5151

**VIA E-MAIL** (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks  
City Chamberlain  
City of Plattsburgh  
City Hall, 6 Miller Street  
Plattsburgh, New York 12901



Re: City of Plattsburgh, Clinton County, New York  
Reconstruction/Resurfacing of Streets - \$782,000 Bonds  
Orrick File: 43851-2-11

Dear Richard:

We have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council. We rounded up to cover soft costs.

If utilized, please see that this resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend

DEG/zmt  
Enclosures  
4137-0690-6636.01

cc: Mr. Noah Nadelson (nnadelson@munistat.com)

**EXTRACT OF MINUTES**

Meeting of the Common Council of  
the City of Plattsburgh

December 19, 2019

**BOND RESOLUTION**

(RECONSTRUCTION/RESURFACING OF STREETS)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the 19<sup>th</sup> day of December, 2019, at \_\_\_\_\_ o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member \_\_\_\_\_, who moved its adoption, seconded by Council member \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$782,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND RESURFACING OF STREETS, THROUGHOUT AND IN AND FOR SAID CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the reconstruction and resurfacing of streets, in and for the City of Plattsburgh, Clinton County, New York, including drainage, sidewalks, curbs, gutters, landscaping, grading or improving rights-of-way, as well as other incidental improvements and expenses in connection therewith (Project No. H5110.67), there are hereby authorized to be issued \$782,000 bonds pursuant to the provisions of the Local Finance Law. Said class of objects or purposes is hereby authorized at a maximum estimated cost of \$782,000.



Section 2. The plan for the financing for said maximum estimated cost is by the issuance of the \$782,000 bonds of the City herein authorized to be issued therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

Councilor \_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \* \* \*



## LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on December 19, 2019, and the validity of the obligations authorized by such Resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

December \_\_\_\_\_, 2019.

---

City Clerk

BOND RESOLUTION DATED DECEMBER 19, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$782,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION AND RESURFACING OF STREETS, THROUGHOUT AND IN AND FOR SAID CITY.

<b>Class of objects or purposes:</b>	Reconstruction/resurfacing of streets
<b>Period of probable usefulness:</b>	15 years
<b>Maximum estimated cost:</b>	\$782,000
<b>Amount of obligations to be issued pursuant to this resolution:</b>	\$782,000 bonds
<b>SEQRA status:</b>	Type II Action

General Fund Borrowing  
 Spending in 2019 & Prior  
 As of December 6, 2019

Project #	Project Description	Bonded	Additional Bonding	Fund	Bond Resolution	PPU	
50058 - HS110.58	Saranac River Trail Ph II	\$574,000.00	\$588,267.00	General	9/8/2016	15	Asphalt path and two foot bridges across the Saranac River.
50059 - HS110.59	Old Base Marhna Flood Damage		242,863.01	General	Not done	20	Hillside slope and road stabilization from erosion caused by flooding.
50062 - HS110.62	2017 Street Resurfacing	45,000.00	1,520,574.31	General	7/6/2017	3	So far, street surveys and borings of \$5k at 3years - remainder at 15 years for roadways.
50064 - HS110.64	2018 Equipment Purchases		219,174.90	General	Not done	15	Two heavy duty trucks for DPW
50065 - HS110.65	2018 Arnie Pavone Memorial Parking Lot		928,538.00	Parking	Not done	15	Building and lot purchase \$500k, parking lot design and remediation work \$44k, building demolition costs \$235k, parking lot construction costs \$150,000.
50066 - HS110.66	2019 Equipment Purchases		70,000.00	General	Not done	15	DPV equipment for plowing, snow removal and paving - all three 15 year life.
50067 - HS110.67	2019 Street Resurfacing		<u>781,000.00</u>	General	Not done	15	All street rehabs at 15 year life.
	Cash advanced 2019 and prior		<u>4,350,517.22</u>				
Unassigned	Reeves Lane, Property - MLD less 22 acres		1,256,150.00	General	Not done		Capital spending resolution not adopted by Council to date.
Unassigned	32 Green St. Property - MLD		1,041,664.14	General	Not done		Capital spending resolution not adopted by Council to date.
Unassigned	Issue cost		<u>15,000.00</u>	General			
	Pending cash advances		<u>2,312,814.14</u>				
	Total cash needs for 2019	<u>\$619,000.00</u>	<u>\$6,663,331.36</u>				

**CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK**  
**ESTIMATED DEBT SERVICE SCHEDULE**

**\$6,263,682 BAN - 2019**

Fiscal Year Ending	Estimated Principal Due Dec 15	Estimated Interest Rates	Estimated Interest Due June 15	Estimated Interest Due Dec 15	Estimated Total Interest	Estimated Total Debt Service	Estimated General Fund Payment
2021	417,579	2.500%	78,296.03	73,076.29	151,372.32	568,951.12	568,951.12
2022	417,579	2.500%	73,076.29	67,856.56	140,932.85	558,511.65	558,511.65
2023	417,579	2.500%	67,856.56	62,636.82	130,493.38	548,072.18	548,072.18
2024	417,579	2.500%	62,636.82	57,417.09	120,053.91	537,632.71	537,632.71
2025	417,579	2.500%	57,417.09	52,197.35	109,614.44	527,193.24	527,193.24
2026	417,579	2.500%	52,197.35	46,977.62	99,174.97	516,753.77	516,753.77
2027	417,579	2.500%	46,977.62	41,757.88	88,735.50	506,314.30	506,314.30
2028	417,579	2.500%	41,757.88	36,538.15	78,296.03	495,874.83	495,874.83
2029	417,579	2.500%	36,538.15	31,318.41	67,856.56	485,435.36	485,435.36
2030	417,579	2.500%	31,318.41	26,098.68	57,417.09	474,995.89	474,995.89
2031	417,579	2.500%	26,098.68	20,878.94	46,977.62	464,556.42	464,556.42
2032	417,579	2.500%	20,878.94	15,659.21	36,538.15	454,116.95	454,116.95
2033	417,579	2.500%	15,659.21	10,439.47	26,098.68	443,677.48	443,677.48
2034	417,579	2.500%	10,439.47	5,219.74	15,659.21	433,238.01	433,238.01
2035	417,579	2.500%	5,219.74	0.00	5,219.74	422,798.54	422,798.54
<b>Total</b>	<b>\$ 6,263,682</b>		<b>\$ 626,368.20</b>	<b>\$ 548,072.18</b>	<b>\$ 1,174,440.38</b>	<b>\$ 7,438,122.38</b>	<b>\$ 7,438,122.38</b>

Average Annual Debt Service Cost

572,163.26



CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK

ESTIMATED DEBT SERVICE SCHEDULE

\$0 SERIAL BONDS - 2019

Fiscal Year Ending	Estimated Principal Due Dec 15	Estimated Interest Rates	Estimated Interest Due June 15	Estimated Interest Due Dec 15	Estimated Total Interest	Estimated Total Debt Service	Estimated General Fund Payment
2021	0	2.750%	0.00	0.00	0.00	0.00	0.00
2022	0	2.750%	0.00	0.00	0.00	0.00	0.00
2023	0	2.750%	0.00	0.00	0.00	0.00	0.00
2024	0	2.750%	0.00	0.00	0.00	0.00	0.00
2025	0	2.750%	0.00	0.00	0.00	0.00	0.00
2026	0	2.750%	0.00	0.00	0.00	0.00	0.00
2027	0	2.750%	0.00	0.00	0.00	0.00	0.00
2028	0	2.750%	0.00	0.00	0.00	0.00	0.00
2029	0	2.750%	0.00	0.00	0.00	0.00	0.00
2030	0	2.750%	0.00	0.00	0.00	0.00	0.00
2031	0	2.750%	0.00	0.00	0.00	0.00	0.00
2032	0	2.750%	0.00	0.00	0.00	0.00	0.00
2033	0	2.750%	0.00	0.00	0.00	0.00	0.00
2034	0	2.750%	0.00	0.00	0.00	0.00	0.00
2035	0	2.750%	0.00	0.00	0.00	0.00	0.00

Total \$ 0 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

Average Annual Debt Service Cost

0.00

**CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK**

**ESTIMATED DEBT SERVICE SCHEDULE - COMBINED**

**\$8,295,610 SERIAL BONDS - 2017**

<u>Fiscal Year Ending</u>	<u>Estimated Principal Due Dec 15</u>	<u>Estimated Interest Rates</u>	<u>Estimated Interest Due June 15</u>	<u>Estimated Interest Due Dec 15</u>	<u>Estimated Total Interest</u>	<u>Estimated Total Debt Service</u>	<u>Estimated General Fund Payment</u>
2018	241,008	2.750%	49,707.85	46,393.99	96,101.84	337,109.59	0.00
2019	241,008	2.750%	46,393.99	43,080.13	89,474.13	330,481.87	0.00
2020	241,008	2.750%	43,080.13	39,766.28	82,846.41	323,854.16	0.00
2021	241,008	2.750%	39,766.28	36,452.42	76,218.70	317,226.45	0.00
2022	241,008	2.750%	36,452.42	33,138.57	69,590.99	310,598.73	0.00
2023	241,008	2.750%	33,138.57	29,824.71	62,963.27	303,971.02	0.00
2024	241,008	2.750%	29,824.71	26,510.85	56,335.56	297,343.31	0.00
2025	241,008	2.750%	26,510.85	23,197.00	49,707.85	290,715.60	0.00
2026	241,008	2.750%	23,197.00	19,883.14	43,080.13	284,087.88	0.00
2027	241,008	2.750%	19,883.14	16,569.28	36,452.42	277,460.17	0.00
2028	241,008	2.750%	16,569.28	13,255.43	29,824.71	270,832.46	0.00
2029	241,008	2.750%	13,255.43	9,941.57	23,197.00	264,204.74	0.00
2030	241,008	2.750%	9,941.57	6,627.71	16,569.28	257,577.03	0.00
2031	241,008	2.750%	6,627.71	3,313.86	9,941.57	250,949.32	
2032	241,008	2.750%	3,313.86	0.00	3,313.86	244,321.60	

<b>Total</b>	<b>\$ 3,615,116</b>		<b>\$ 397,662.78</b>	<b>\$ 347,954.94</b>	<b>\$ 745,617.72</b>	<b>\$ 4,360,733.93</b>	<b>\$ 0.00</b>	<b>\$ 3,865,463.01</b>
--------------	---------------------	--	----------------------	----------------------	----------------------	------------------------	----------------	------------------------

Average Annual Debt Service Cost 297,343.31

**LOCAL LAW P-7 OF 2019**

**Establishing an Associated Schedule of Rates for Sewer Connections in the City of Plattsburgh**

A local law amending and restating in its entirety Chapter 278, Article VII, Section 48, Subsection (C) of the City Code of the City of Plattsburgh.

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

1. Subsection (C) of Section 48 of Chapter 278 of the City Code of the City of Plattsburgh will be amended and restated as follows:

278-48(C):

Schedule of Rates; Regulations (Sewer Service)

Service Classification No. : 1

Character of Service: Continuous

**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 January 1, 2020

**RATE:**

Per Month, based upon metered water consumption:

PER THOUSAND GALLONS	GROSS	NET
First 3,000 Gallons	7.61	6.92
Next 14,000 Gallons	6.20	5.63
Next 17,000 Gallons	6.12	5.56
Next 133,000 Gallons	6.00	5.45
Next 167,000 Gallons	5.97	5.43

**MINIMUM CHARGE: Monthly.**

METER SIZE	ALLOWANCE GALLONS	MINIMUM CHARGE	
		GROSS	NET
5/8 "	3,000	23.84	20.76
3/4 "	4,000	29.03	26.39
1 "	7,000	47.63	43.28

1-1/4 "	10,000	66.19	60.17
1-1/2 "	13,000	84.77	77.06
2 "	21,000	127.89	116.26
3 "	40,000	2549.48	226.80
4 "	66,000	407.46	370.42
6 "	130,000	789.03	717.30
8 "	210,000	1267.68	1152.44
10 "	300,000	1812.57	1647.79

### **INDUSTRIAL USERS**

City users that are issued an industrial Pretreatment Permit and discharge more than 7,000,000 gallons per month will be charged \$1.71 per 1000 gallons beginning on January 1, 2020

### **HIGH FLOW NON-INDUSTRIAL USERS**

Non-Industrial users that discharge more than 3,000,000 gallons per month will be charged \$1.71 per 1000 gallons from January 1, 2020 through June 30, 2020. Beginning July 1, 2020, the rate will be \$3.99 per 1000 gallons.

### **TERMS OF PAYMENT**

Except as shown under "Special Provisions" below, meters are read and bills rendered monthly in arrears. The net amount is due when bill is rendered. Gross amount shall be due after date shown on bill.

#### **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 Sewer Department in accordance with the provisions of this Schedule of Sewer Service.

#### **SPECIAL PROVISION:**

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 \$26.39 per month thereafter until such time that a water meter has been set in the water service line to their premises. Thereafter, the rates for sewer service above set forth shall apply.

Bills may be rendered monthly at the option of the Sewer Department. The terms of payment for monthly billings are twenty days after date of bill. Gross amount plus interest shall be due thereafter.

Elderly persons that qualify for the Real Property Tax Exemption shall also be exempt from the minimum charge for Sewer Service and be charged for only the actual gallons of sewage discharged as measured by the water meter readings.

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. This local law shall take effect immediately upon filing in the office of the New York State Secretary of State however, it shall only apply to sewer bills rendered on or after January 1, 2020 during which intervening period the existing sewer rates shall apply.

**Professional Services Agreement**  
**between**  
**KAS, Inc.**  
**and**  
**City of Plattsburgh**

---

This Agreement, by and between **City of Plattsburgh** (hereinafter called **CLIENT**), 41 City Hall Place, Plattsburgh, New York 12901 and **KAS, Inc.**, (hereinafter called **KAS**) 589 Avenue D, Suite 10, PO Box 787, Williston, Vermont 05495, is effective as of December 10, 2019.

Because **CLIENT** needs consulting services, and

**KAS** represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner and

**KAS** recognizes the trust and confidence placed in it and covenants with **CLIENT** to furnish skills and judgment and to cooperate with **CLIENT**;

Therefore, in consideration of the mutual promises made herein, **CLIENT** and **KAS** agree as follows:

**ARTICLE I - TERM OF AGREEMENT**

The term of this Agreement shall be from the effective date written above through the completion of the Scope of Work (the Work). Any additional work under this Agreement would be as mutually agreed by **CLIENT** and **KAS**. Changes to this Agreement shall be by written amendment.

**ARTICLE II - SCOPE OF WORK**

**KAS** shall furnish labor, material, tools, equipment, supervision, and services necessary to perform the scope of work listed in Exhibit "A", Scope of Work within the schedule listed in Article V and for the compensation listed in Article III.

**ARTICLE III – COMPENSATION**

1. **KAS** will complete the Phase I Environmental Site Assessment (ESA) and Phase II ESA outlined in Exhibit "A" for a firm fixed price of **\$3,600.00**.

2. **KAS** will complete air/project monitoring associated with the asbestos abatement of asbestos-containing Transite for the following firm fixed unit prices, which include labor, equipment, expenses and laboratory analysis:

- Background Air Monitoring = \$315.00 (one time)
- During Abatement Air Monitoring (8-hour day) = \$625.00 (per day)
- During Abatement Air Monitoring (10-hour day) = \$745.00 (per day)
- Final Visual/Clearance Air Monitoring = \$395.00 (one time)
- Summary Report/Project Management = \$515.00 (one time)

**Professional Services Agreement  
City of Plattsburgh  
December 10, 2019**

Based on completion of the work in two (2) 8-hour days, the cost of asbestos air/project monitoring services will be **\$2,475**.

3. **KAS** will perform visual inspections/screening of soils for volatile organic compounds (VOCs), as needed, on a fixed unit price basis as follows:

- Project Manager - \$95.00 per hour
- Staff Scientist - \$80.00 per hour
- Photoionization detector - \$90 per day
- Mileage - federal reimbursement rate
- Expenses - Cost + 10%

Based on completion of the work in two (2) eight-hour days and a summary report, **KAS** presents a budgetary estimate of **\$1,970.00**.

4. **CLIENT** shall pay any other applicable federal, state and/or local taxes in the manner and in the amount as required by law. Any other such tax is in addition to the maximum cost specified in this Agreement.
5. Delays caused by unforeseen occurrences including, but not limited to unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, significant delays in project start date or fires which extend the effort required will constitute a Change-of-Scope.
6. Services performed at the **CLIENT's** request beyond that defined in the Scope of Work shall constitute a Change-of-Scope, will be documented by a Change Order, and will be billed as agreed between the **CLIENT** and **KAS**.

**ARTICLE IV – BILLING / SCHEDULE OF PAYMENT**

Unless otherwise specified in Exhibit "A", **KAS** shall submit invoices to **CLIENT** for the Work performed. Invoices shall be deemed correct and binding upon **CLIENT** unless, within 15 days from the date of receipt, **CLIENT** notifies **KAS** in writing of the portion or portions of the invoice in dispute. **CLIENT** shall pay in full all undisputed portions of an invoice on or before the invoice due date. If payment is not received by **KAS** within thirty (30) days of the invoice date, in addition to the invoice amount, **CLIENT** shall pay a service charge of two percent (2%) per month, or portion thereof, on the unpaid balance until paid. If payment is not received as provided herein, **CLIENT** agrees to reimburse **KAS** for all costs and expenses of collection, including, but not limited to, reasonable attorney's fees.

**ARTICLE V – SCHEDULE**

**KAS** will complete the Phase I and II ESA in approximately four to five weeks of execution of this Agreement. A standard turnaround time (TAT) of two weeks has been included for lab results. Air/project monitoring and any visual inspection/screening of soils will be conducted in support of the selected contractors. **KAS** will complete summary reports for the air/project monitoring and inspections/screening of soils in approximately one week from completion of the field work and/or receipt of the laboratory results.

**ARTICLE VI - CONFIDENTIAL INFORMATION**

In the course of performance of services by **KAS** and **CLIENT**, it is possible that certain confidential information will be revealed to **KAS** by **CLIENT** or that **KAS** will obtain knowledge of such confidential information through other sources. Likewise, it is possible that **CLIENT** will become acquainted with certain techniques and procedures used by **KAS** which **KAS** considers confidential. **KAS** and **CLIENT** will use best efforts to maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials which are designated as confidential by **KAS** or **CLIENT**.

**ARTICLE VII - TERMINATION**

**CLIENT** reserves the right to terminate this Agreement at any time, for any reason, upon 14 days written notice to **KAS**. **CLIENT** reserves the right to terminate this Agreement in the event of a default, upon forty eight (48) hours written notice to **KAS**. Default shall mean abandonment or other substantial failure to perform the tasks of this Agreement. In the event **CLIENT** shall fail to make timely payment of any sum owing and due **KAS** or to promptly fulfill any other **CLIENT** obligations as contained in this Agreement, **KAS** shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to **CLIENT**. In either event, payment shall be due to **KAS** only for those services performed by **KAS** up to the date of receipt of termination plus reasonable costs incurred in terminating the services. Upon termination, **KAS** shall provide and turn over to **CLIENT** all data and records prepared up to and including the date of such termination.

**ARTICLE VIII - INSURANCE**

**KAS** shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from any action of **KAS** or its employees in its performance of this Agreement.

**ARTICLE IX – LIMITATION ON LIABILITY**

**KAS'** liability relating to performance of this Agreement SHALL BE LIMITED to \$1,000,000; said amount to be consistent with the insurance coverage maintained by **KAS**. **CLIENT** understands and agrees that reliance upon the Work is limited to **CLIENT**. Any third party reliance that may be available is contingent upon agreement by **KAS**, authorization by **CLIENT** and upon the execution by a third party of a letter of understanding provided by **KAS**.

**ARTICLE X - NONDISCRIMINATION**

1. **KAS** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin.



**Professional Services Agreement  
City of Plattsburgh  
December 10, 2019**

2. **KAS** agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical, or mental impairment, or age.

**ARTICLE XI - STANDARD OF PERFORMANCE**

**KAS** will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the engineering and environmental consulting profession. No Warranty or Representation, either expressed or implied, is included or intended in **KAS** proposals, contracts or reports.

**ARTICLE XII - GENERAL CONDITIONS**

1. It is mutually understood and agreed that this contract shall be governed by the laws of the State of New York, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of New York and maintained only in any court of competent jurisdiction in the State of New York.
2. In the event any legal or other action is necessary, as a result of an action directly caused by willful misconduct or negligent performance by either party, to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.
3. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by **KAS** and **CLIENT**.
4. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.
5. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
6. When participating in any activities in connection with this Agreement, **CLIENT** will comply at its own expense with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and to use safety equipment and procedures required by applicable law.
7. Prior to the start of any work under this Agreement or at any time thereafter when new information becomes available to **CLIENT**, **CLIENT** will provide prompt, full and complete disclosure to **KAS** of known potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of **KAS** or its subcontractors or consultants which may be encountered on **CLIENT's** properties or in connection with work performed for **CLIENT** under this Agreement.
8. **CLIENT** agrees that if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic substances, **KAS** is not and has no authority to act as a

**Professional Services Agreement  
City of Plattsburgh  
December 10, 2019**

generator, transporter, or disposer of any hazardous or toxic waste, materials, or substances that may be found or identified on, at, or around the Site. **KAS** may, with appropriate authorization from **CLIENT**, act as an agent for the **CLIENT** in arranging for transportation and disposal of hazardous wastes, and may sign manifests, disposal tickets or like document but in doing so shall not assume any liability for the wastes. **KAS** shall not have any right, title or interest in any portion of the Site, including but not limited to any hazardous materials.

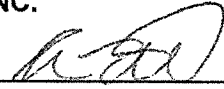
**ARTICLE XIII – INDEMNITY**

1. **CLIENT** and **KAS** shall each indemnify, defend, and hold harmless the other from and against those claims, demands, judgements, losses, damages, costs and expenses, including reasonable attorney's fees arising from personal injury, death or damage to property, to the extent, resulting from its negligence or willful misconduct. Where injury or damage results from joint negligence or misconduct of both parties, the indemnitor's duty of indemnification shall be in proportion to its relative fault. The parties agree that neither will be liable to the other for any consequential or incidental damages arising from or in connection with performance of the Work.
2. **CLIENT** and **KAS** shall each indemnify, defend, and hold harmless the other from and against those claims, demands, judgements, losses, damages, costs and expenses, including reasonable attorney's fees to the extent, arising from the violation or alleged violation of any laws, rules, regulations or valid orders or patent infringement.

**ARTICLE XIV – ENTIRE AGREEMENT**

The parties hereto agree that this Agreement (and the documents attached hereto and/or incorporated herein by reference) is intended by the parties as final, complete, and exclusive expression of the terms and conditions of their agreement. No course of action or prior dealings between the parties shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto and shall not be modified, added to, superseded or otherwise altered except by a written modification signed by both parties.

**KAS, INC.**

By:   
Name: Aaron Roth  
(Typed or Printed)  
Title: Branch Manager  
Date: 12/11/19

**CITY OF PLATTSBURGH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Typed or Printed)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit "A" Scope of Work**

**KAS** shall furnish labor, material, tools, equipment, supervision, and services necessary to conduct a Phase I and II Environmental Site Assessment (ESA) of the Plattsburgh Municipal Lighting Department property located along Green Street in Plattsburgh, New York. Additional services will include air/project monitoring for the abatement of asbestos-containing Transite and inspection/screening of soils should the need arise during redevelopment activities. The scope of work for the services include the following:

### **Phase I and II Environmental Site Assessment**

**KAS** will complete a Phase I and II ESA under the oversight of a NY license professional geologist (Cumberland Bay Geology, DPC) in accordance with ASTM 1527-13 and ASTM E1903-11, respectively. Activities related to the Phase I and II ESA work will be conducted simultaneously to minimize cost and the timeframe for completion.

The Phase I ESA will include:

- A thorough visual inspection of the subject property with photographic documentation;
- Site history review of previous uses of the subject property and surrounding area;
- Examination of federal, state and tribal environmental records through a regulatory database review conducted by Environmental Data Resources, Inc. (EDR);
- Review of previously prepared environmental documents;
- Review of pertinent local municipal records and interview of local officials;
- Interviews with persons identified as being knowledgeable relative to the property (including the site owner, and past occupants if accessible) and review documentation provided; and,
- A visual review of surrounding properties for potential environmental impact.

The goal of the Phase I ESA is to ascertain the presence or absence of recognized environmental conditions (RECs). The specific data collection requirements established under this practice will be met through use of standardized checklists and interview forms that **KAS** has developed and use to assure all aspects of the ASTM requirements are addressed.

**KAS** will verify the site history through use of aerial photographs, historic mapping, fire insurance maps, street directories, municipal records and other sources deemed reasonably ascertainable. **KAS** will interview knowledgeable individuals regarding the sites use and history, including the current and former owners if possible. State and federal databases will be reviewed via Environmental Data Resources, Inc. to ascertain whether other nearby property uses may cause environmental risk to the subject property. A search of municipal land records will also be made for chain of title and use purposes and to determine if there are environmental liens or other environmental information.

Based on future development plans, the Phase II ESA will be limited to indoor air quality for the building to be used as the future farmers market building. It should be noted that a scope of work has been provided to inspect/screen soils for volatile organic compounds (VOCs) should ground disturbance occur in redevelopment. Additionally, that scope of work would include providing recommendations on proper regulatory reporting/handling of any impacted soils. Specifically, the Phase II ESA will include:

**Professional Services Agreement  
City of Plattsburgh  
December 10, 2019**

**KAS** will prepare a health and safety plan (HASP) in accordance with OSHA requirements (29 CFR 1910.120) prior to conducting the field work. **KAS** will inspect the future farmers market building for any potential sources of VOCs and place a summa cannister with an 8-hour regulator in a central portion of the building. The summa cannister will draw air through the 8-hour regulator for the 8-hour period of time. Closed building conditions will be maintained for the building throughout the sampling period. Upon completion, **KAS** will record the necessary information, prepare a chain of custody and ship the summa cannister to EMSL Analytical of Cinnaminson, New Jersey. The summa cannister will be analyzed for VOCs by EPA Method TO-15. A standard turnaround time of two weeks will be requested. Upon receipt of laboratory results, **KAS** will prepare a Phase II ESA report, which will be included in the Phase I ESA. The report will be provided in a PDF format.

**Air/Project Monitoring**

**KAS** will perform background air monitoring, during abatement air monitoring, a final visual inspection and clearance air monitoring as required by New York State Industrial Code Rule 56 (NYS ICR 56) for the abatement of asbestos-containing Transite. Background air monitoring will be conducted prior to commencement of abatement activities. During abatement air monitoring will be conducted during active abatement. A final visual clearance inspection will be conducted upon completion of the abatement and cleaning of the work area and declaration of the work area being ready by the abatement supervisor. Upon completion of a satisfactory visual inspection, **KAS** will collect clearance air samples from inside and outside of the work area. Upon receipt of satisfactory air sample results, the work area will be cleared for re-occupancy. Results will be verbally conveyed to the abatement contractor and **CLIENT** and **KAS** will complete a summary report. The summary report will be provided to **CLIENT** in a PDF format.

**Visual Inspection/Soil Screening**

Based on known historic activities at the property, **KAS** will perform visual inspections and screening of soils in the event that ground disturbance is necessary during redevelopment activities. The visual inspection will include an inspection of soils being disturbed for evidence of impacts. The inspection will include any olfactory evidence of impacts. Additionally, **KAS** will screen soils for the presence of VOCs using a properly calibrated photoionization detector (PID). **KAS** will alert **CLIENT** to any impacts identified and provide recommendations on reporting requirements to New York State Department of Environmental Conservation (NYSDEC) and proper handling/disposal of the material. Upon completion, **KAS** will prepare a summary report for **CLIENT** in a PDF format.

**Conditions:**

- Access to property will be provided;
- **KAS** has based the scope of work on a preliminary review of data provided by **CLIENT** and reserves the right to modify the Phase II ESA scope of work and pricing based on Phase I ESA findings. Any modifications to the scope of work and pricing will be approved by **CLIENT** prior to commencement;

***Professional Services Agreement  
City of Plattsburgh  
December 10, 2019***

- KAS shall have no responsibility whatsoever for, and owner shall indemnify, defend and hold KAS harmless from any liability, claim, or cost (including reasonable attorney's fees) arising from operations outlined in the scope of work;
- Air monitoring will include Phased Contrast Microscopy (PCM) cassettes and analysis. Background and during abatement air samples will have a maximum of a 24-hour turnaround time and clearance air samples will have a turnaround time of 3 hours.
- Pricing for air/project monitoring assumes project monitoring is limited to the final visual inspection and the final visual inspection is satisfactory and clearance air samples pass required clearance criteria; and,
- Visual inspection/screening of soils consists of field screening and does not include laboratory analysis.



**ELMORE SPCA, INC.**  
**P.O. BOX 686**  
**PERU, NY 12972**

## DOG CONTROL CONTRACT AGREEMENT

This agreement, made this January 2020, pursuant to the provisions of Article 7 Section 117 of the Agriculture and Markets Law, by and between City of Plattsburgh, a municipal corporation having its principal office and place of business at 45 Pine Street, party of the first ("MUNICIPALITY"), and ELMORE SPCA, INC., a corporation in the State of New York, with office and place of business at 556 Telegraph Road, Peru, Clinton County, New York, party of the second part.

### WITNESSETH:

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law (hereinafter LAW), Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of ELMORE SPCA to perform such services as required in Article 7 of the LAW for the redemption period specified; and

WHEREAS, ELMORE SPCA maintains a shelter for animals brought to it from residents and/or dog control officers of the MUNICIPALITY.

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

### ARTICLE I

1. ELMORE SPCA, will provide and maintain a shelter for seized dogs; under Article 7, Section 117, Division 1, Subsections a, b, and c, excluding Subsection d – Section 123 which pertains to Dangerous Dogs (See Subsection d below in Article II). ELMORE SPCA will provide appropriate care for all dogs held in such shelter during the redemption period; and may make available for adoption, seized dogs not redeemed, as provided in Article 7 of Agriculture and Market Laws.
2. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, Inc. at 556 Telegraph Road, Peru, New York. The Dog Control Officer will have twenty-four hour access to the DCO room.
3. ELMORE SPCA will file and maintain complete records of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets, as well as any other records required by Article 7.
4. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian before being brought to ELMORE SPCA for holding. During the redemption period, any emergent/life-threatening occurrence not evident upon seizure will be the responsibility of the MUNICIPALITY, with the exclusion of injury or sickness directly related to improper custodial care provided by ELMORE SPCA. The MUNICIPALITY when responsible for veterinary care will provide transportation for said animal, and communicate diagnosis and treatment to ELMORE SPCA, if deemed appropriate.

5. The MUNICIPALITY's officers will complete intake forms provided by the ELMORE SPCA, or by the MUNICIPALITY, for each animal brought to the ELMORE SPCA. The MUNICIPALITY will provide all known information regarding the animal, including name and contact information for the animal's owner, if known.
6. ELMORE SPCA will permit redemption by the lawful owners of seized dogs during its posted hours of operation, directly from the SPCA's location. The owner must present proof of compliance for licensure from MUNICIPALITY, current rabies certification, and pay appropriate redemption fees at the time of redemption.
7. ELMORE SPCA will remit all fees imposed by the MUNICIPALITY in carrying out the provisions of this contract to the town/city clerk of the MUNICIPALITY. It is the responsibility of the MUNICIPALITY to annually notify ELMORE SPCA, in writing, of redemption and licensing fees, or updates to fees and changes to local dog control law, as they become effective.

## ARTICLE II

When a dog is seized under Section 123 Dangerous Dog law, the MUNICIPALITY will pay fifteen dollars (\$15) per day for custodial care until final disposition from the courts. If a dog is ordered euthanized, the MUNICIPALITY will pay costs incurred. ELMORE SPCA shall assign the MUNICIPALITY any and all rights or claims it has against the owner for all costs incurred during confinement, as specified by this article, law, or court order. The MUNICIPALITY shall pay ELMORE SPCA within 30 days of remit date.

## ARTICLE III

1. This agreement shall commence on the 1<sup>st</sup> day of January 2020, and shall continue to and include the 31<sup>st</sup> of December 2020. 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.
2. ELMORE SPCA, will provide the aforementioned services in consideration for the payment by the MUNICIPALITY in the sum of \$11,000.
3. MUNICIPALITY agrees to pay the aforesaid sum within 30 days of remit of the agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR CORPORATE SEAL TO BE HERE UNTO AFFIXED AND THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

City of Plattsburgh

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ELMORE SPCA, INC.


BY: Laurie Parsons  
Laurie Parsons, President

DATE: 12-9-19



**Richard A. Marks**  
City Chamberlain

**Department of Finance**  
41 City Hall Place  
Plattsburgh, NY 12901  
518-563-1680 TEL  
518-563-1714 FAX  
marksr@cityofplattsburgh-ny.gov

DATE: December 17<sup>th</sup>, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Final Budget Adjustment – All Funds

It is being requested to adjust the 2019 Budget, as follows:

<u>Fund</u>			<u>Debit</u>	<u>Credit</u>
<b>General Fund – Revenue</b>				
00001110	1090	Interest & Penalties		-20,000.00
00001115	1520	Police Fees		-204.00
00001116	1640	Ambulance Charges		-155,892.61
00001124	2410	Rental Real Property		-24,000.00
00001125	2555	Building Permits		-45,000.00
00001125	2556	Building Inspection Fees		-16,000.00
00001127	2705	Gifts & Donations		-5,000.00
00001440	4960	Federal Emergency Disaster Aid		-13,611.04
<b>General Fund – Appropriations</b>				
11130000	4350	Office Supplies	105.00	
11130000	4360	Personal Clothing & Equipment	99.00	
11210000	1100	Regular Payroll		-1.03
11210000	4470	Postage	1.03	
11410000	1400	Non Payroll Compensation	1,095.89	
11410000	1500	Separation Pay		-1,228.75
11410000	4470	Postage	132.86	
11620000	4430	Contracted Services	74.95	
11620000	4451	Repairs to Buildings		-74.95
11680000	4350	Office Supplies		-11.65
11680000	4430	Contracted Services	11.65	
11930000	4430	Judgement & Claims Cont. Svcs		-283,161.29
11990000	4430	Contingency Cont. Svcs		-331,265.00
13121000	2200	Office Equipment	100.00	
13121000	4350	Office Supplies	801.94	
13121000	4460	Mileage Expense	648.00	
13121000	4461	Training & Education		-1,549.94
13410000	1100	Regular Payroll	548,179.26	
13410000	1500	Separation Pay		-14,000.00
13410000	2400	Technical & Special Equipment		-15,000.00



<u>Fund</u>			<u>Debit</u>	<u>Credit</u>
13410000	4321	Vehicle Parts	4,601.18	
13410000	4330	Technical & Special Mat/Sup	27,245.75	
13410000	4340	Building & Grounds Supplies	2,820.23	
13410000	4431	Printing & Copying	44.77	
13410000	4440	Fees For Services		-3,000.00
13410000	4451	Repairs to Buildings	4,621.41	
13410000	4461	Training & Education		-1,000.00
15110000	1200	Overtime Payroll	27,284.62	
15110000	1300	Temporary Payroll	2,603.95	
15110000	4310	Street/Const Material/Supplies		-7,888.57
15110000	4321	Vehicle Parts		-10,000.00
15110000	4330	Technical & Special Mat/Sup		-2,000.00
15110000	4430	Contracted Services		-10,000.00
15142000	1200	Overtime Payroll	9,423.51	
15142000	4310	Street/Const Material/Supplies		-9,423.51
16330000	1100	Regular Payroll		-2,182.04
16330000	1200	Overtime Payroll	3,271.23	
16330000	1300	Temporary Payroll		-2,030.00
16330000	1400	Non Payroll Compensation	917.81	
16330000	4440	Fees For Services	23.00	
17140000	4320	Vehicle Supplies		-396.91
17140000	4413	Sewer	268.23	
17140000	4451	Repairs to Buildings	128.68	
18160000	1200	Overtime Payroll	974.68	
18160000	1400	Non Payroll Compensation	3,039.73	
18160000	1500	Separation Pay		-4,140.68
18160000	4450	Repairs To Equipment	126.27	
19015000	8000	Police/Fire Retirement Benefit	60,613.00	
19050000	8000	Unemployment Benefits	2,403.48	
19085000	8000	Fire Supplemental DBL Benefits	169,709.90	
19550000	9000	Inter-Fund Transfers - capital	106,690.96	
Entry Totals			978,061.97	-978,061.97
Rec Complex – Revenue				
00002120	2026	Admissions Beach		-17,343.30
Rec Complex – Appropriations				
27210000	1100	Regular Payroll		-2,000.00
27210000	1300	Temporary Payroll	2,453.88	
27215000	1200	Overtime Payroll	1,001.79	
27215000	1300	Temporary Payroll	1,975.68	
27215000	4440	Fees For Services	3,170.00	
27215000	4450	Repairs To Equipment	1,437.50	
27221000	4412	Water	123.85	
27221000	4413	Sewer	53.92	
27225000	1100	Regular Payroll	6,841.61	
27225000	1200	Overtime Payroll	868.42	
27225000	1300	Temporary Payroll	172.68	

<u>Fund</u>			<u>Debit</u>	<u>Credit</u>
29040000	8000	Workers Comp Benefits	63.04	
29060000	8000	Health Insurance Benefits	1,000.00	
29550000	9000	Inter-Fund Transfers	58.73	
29572000	9000	Inter-Fund Transfers	122.20	

Entry Totals 19,343.30 -19,343.30

Water Fund – Appropriations

48310000	4413	Sewer	125.00	
48320000	1100	Regular Payroll	3,579.74	
48330000	1200	Overtime Payroll	4,462.90	
48330000	3000	Capital Outlay		-10,000.00
48330000	4330	Technical & Special Mat/Sup	446.98	
48330000	4452	Repairs to Motor Vehicles	713.08	
48330153	4331	Chemicals	243.32	
48330311	4430	Contracted Services	92.50	
48330311	4450	Repairs To Equipment	535.18	
48340000	1200	Overtime Payroll	7,503.54	
48340000	1500	Separation Pay		-10,164.14
48340000	4310	Street/Const Material/Supplies	1,773.55	
49040000	8000	Workers Comp Benefits	473.31	
49070000	8000	Cafeteria Plan Benefits	215.04	

Entry Totals 20,164.14 -20,164.14

Sewer Fund – Appropriations

58110000	1400	Non Payroll Compensation	1,250.00	
58110000	1500	Separation Pay		-1,259.21
58110000	4471	Shipping & Transportation	9.21	
58120000	1400	Non Payroll Compensation	788.90	
58120000	1500	Separation Pay		-788.90
58130000	1200	Overtime Payroll	22,352.44	
58130000	1500	Separation Pay	1,108.09	
58130000	4320	Vehicle Supplies	903.67	
58130000	4360	Personal Clothing & Equipment	419.60	
58130000	4412	Water	10,619.91	
58130123	4411	Electricity	134.41	
58131139	4334	Parts & Supplies Mechanical	1,591.56	
58132000	1100	Regular Payroll		-37,981.91
58132139	4334	Parts & Supplies Mechanical	176.84	
59040120	8000	Workers Comp Benefits	290.60	
59040130	8000	Workers Comp Benefits	384.79	

Entry Totals 40,030.02 -40,030.02

Debt Service Fund – Revenue

00007124 2418 Int Refunding Bonds 2019 -6,032.36

Debt Service Fund – Appropriations

79710000 7500 Interest paid by Debt Reserves 6,032.36

December 10, 2019

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

## Survey Estimate

Thank you for requesting an estimate for professional services to provide subdivision services for certain lands known as Clinton County Tax Parcel: 207.20-7-15, Durkee Street, City of Plattsburgh. This estimate also includes representation of the proposed Planned Unit Development before the Planning Board.

There are several variables associated with performing surveys that make an exact cost difficult. The following cost estimate is based on projects performed by our firm in the same geographical area, and of similar size and scope. The estimate below includes the following parcels of land.

Estimated costs for your project:

**Subdivision Services and Representation before Planning Board: \$ 5,900.00**

*(Please refer to "Scope of Services")*

I will make every attempt to complete the survey within a period conducive to your timeframe. Please keep in mind that delays due to the weather or other unavoidable circumstances are always a distinct possibility.

We thank you for the opportunity to provide you with this proposal, and if you have any further questions, please feel free to contact our office. Please review the attached "Scope of Services" and "Terms of Contract" and contact me if you should have any questions or need clarification.

Sincerely,



Jeffrey F. Burns, P.L.S.

## Scope of Services

### Office operations will consist of:

- Obtain copies of current title for the subject parcel and surrounding properties.
- Draft subdivision boundary.
- Write metes and bounds description of lands to be separated.
- Represent the project before the City Planning Board.

## Terms of Contract

Payment in full is expected within 30 days of invoice date unless other arrangements had been previously negotiated. Interest will be added to bills past 30 days at a 1.5 % rate per month. Client is responsible for collection costs on bills past 60 days.

The Client shall grant or cause to be granted to *Robert M. Sutherland P.C.* access to all sites as necessary for the performance of the services listed herein.

The Client retains the right to terminate the contract at their discretion. All services provided to the point of the work being suspended, abandoned, or terminated shall be prorated and paid by the Client.

## Engineering & Survey Services

### 2019 Rate Schedule

#### Non-Prevailing Wage Rates

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Professional Engineer	\$ 110.00/hr	150.00/hr
Civil Engineer	75.00/hr	100.00/hr
Licensed Land Surveyor	100.00/hr	125.00/hr
Crew Chief	65.00/hr	95.00/hr
1 – Man Survey Crew – Not Including Equipment	70.00/hr	100.00/hr
2 – Man Survey Crew – Not Including Equipment	95.00/hr	135.00/hr
3 – Man Survey Crew – Not Including Equipment	135.00/hr	200.00/hr
Draft Person	50.00/hr	75.00/hr
Secretary	35.00/hr	50.00/hr

#### MISCELLANEOUS EXPENSES

Transportation	\$ 0.60/mile
Survey Equipment (2 & 3 Man Crew)	5.00/hr
Survey Equipment (1 Man Crew – GPS)	25.00/hr
Computer Time	10.00/day
Fax	2.00/sheet
Copies	
8.5 x 11	0.15/sheet
11 x 17	1.00/sheet
24 x 36	4.00/sheet bond
30 x 40	5.50/sheet bond
Misc. Bond	0.75/sf
Mylar	2.50/sf
Plots – Plotting Electronic Drawing Files from others	20.00/sheet
Express Mail	Cost + 15%
E-Mail Drawing Files	Billed at draftsman hourly rate

*Additional Services Available – Pricing Upon Request*

**Acceptance of Proposal:**

The Cost Estimate, Scope of Services and Terms of Contract presented in this proposal are Satisfactory and are hereby accepted by the undersigned.

Robert M. Sutherland, P.C. is authorized to proceed with the work as specified.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Printed Name

Client's billing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client's telephone number:

\_\_\_\_\_

Comments:

## **City of Plattsburgh Anti-Idling Policy for City Vehicles**

According to the US Department of Energy, idling for more than 10 seconds uses more fuel and produces more emissions that contribute to smog and climate change than stopping and restarting your engine does. About half of that is attributable to personal vehicles, which generate around 30 million tons of CO2 every year just by idling.

### **City-Owned Heavy Duty Vehicles**

City-owned vehicles must adhere to NYS Environmental Conservation Law, 6 NYCRR, Subpart 217-3, which prohibits heavy duty vehicles, including non-diesel and diesel trucks and buses with a gross vehicle weight rating of more than 8,500 pounds, from idling for more than five minutes at a time.

Exceptions are when a city-owned heavy duty vehicle is:

- Stuck in traffic
- Idling for maintenance purposes
- Powering an auxiliary function or apparatus, such as a concrete tumbler
- Involved in an emergency situation
- A diesel-fueled truck operating in an ambient air temperature below 25°F for more than 2 hours

Less idling time is good for the environment because it reduces air pollution and noise while improving fuel economy. Less idling time also saves money for diesel operators and consumers and contributes to a cleaner atmosphere.

### **City-Owned Passenger Vehicles**

All other city-owned vehicles must adhere to the following policy.

Definition: City-owned passenger vehicle shall mean any motor vehicle, light duty truck with a gross weight of 8,500 pounds or less.

No person shall allow or permit the engine of a city-owned passenger vehicle to idle for more than three consecutive minutes when the passenger vehicle is not in motion. This provision shall not apply under the following circumstances.

Such vehicle is forced to remain motionless because of traffic.

- Conditions over which the operator thereof has no control.
- When the operation of the engine is required for the purpose of maintenance.
- Regulations adopted by a federal, state or local agency having jurisdiction require the maintenance of a specific temperature for passenger comfort, in which case the idling time may be increased to the extent necessary to comply with such regulations.
- A hybrid-electric vehicle is idling for the purpose of providing energy for the battery or other form of energy storage recharging.
- This section shall not apply to the operation of authorized emergency vehicles and other emergency vehicles and equipment while performing in the scope of their duties.

## City of Plattsburgh Recycling Policy

### Why Reduce Waste in government offices and at public events?

- The City of Plattsburgh's goal is to expand sustainability practices. Working toward carbon neutrality is a stated goal and the reason the city is participating in the NYS Climate Smart Communities program.
- Economics. Recycling reduces waste and disposal costs.
- Help the Environment. Recycling diverts waste from landfills, helping Clinton County conserve our limited landfill space. Recycling saves natural resources and energy. It helps to reduce greenhouse gas emissions from landfills and power generation.
- Improve Public Relations. "Greening" city operations and events creates a positive image and enhances the event profile.

### Recycling Policy for Government Buildings

- A recycling coordinator will be appointed to determine the location, pick up, and disposal of recycled materials.
- Each office in city government shall collect: glass, #1 and #2 plastics, metal cans and newspaper, and cardboard in a designated location.
- In each office, paper shall be recycled in a separate receptacle.
- When these receptacles are full, a designated person from each office shall empty recyclables into the appropriate large container located in the building.
- The Department of Public Works shall develop a schedule for pick-up of these items.

### Recycling Policy for Public Events

- Recycling shall be required at all City public events: those organized by the City such as Mayors Cup or the Battle of Plattsburgh, as well as those organized by third parties.
- Events organized by third parties in public spaces.
- Assigning responsibility for monitoring recycling efforts shall be part of event applications.
- A recycling coordinator for the event shall be designated to work with DPW about the location of waste and recycling bins. The coordinator shall organize volunteers to direct the public in the use of these bins.



## City of Plattsburgh Green Procurement Policy

Addendum to City of Plattsburgh General Procurement Policy

### POLICY FINDINGS

Green Procurement, also known as Environmentally Preferable Purchasing, is an effort to purchase products and services that have a reduced negative impact or increased positive impact on the environment and human health compared to traditional products.

Green products or services may be recycled, consume fewer natural resources, last longer or include or produce less toxic substances or solid waste. Accordingly, the Common Council is committed to purchasing environmentally-friendly products and services where criteria has been established by governmental or other widely recognized authorities (ex. Energy Star, EPEAT Silver, EPA Eco Purchasing Policy, NY State policy and Green Seal). Considerations for green procurement may also include the environmental cost of raw materials, manufacturing, packaging, transporting, distribution, storing, handling, using, maintaining and disposing of the product.

When comparing alternative products, lifetime maintenance costs, operational costs, and disposal costs should be considered as well as initial costs of acquisition. Reducing the total cost of ownership is a core objective of green procurement by reducing or eliminating the use and generation of toxic substances, pollution or waste.

Environmentally Preferable Purchasing is an important component of the City of Plattsburgh's procurement policy and shall guide City efforts to meet the following goals:

1. Minimizing health risks to City residents and staff.
2. Minimizing the City's contribution to global climate change.
3. Improving air quality.
4. Protecting the quality of ground and surface waters.
5. Minimizing the City's consumption of resources.

Further, Environmentally Preferable Purchasing guidelines are adopted by the City in order to:

1. Purchase products that include recycled content in order to support strong recycling markets.
2. Institute practices that reduce waste by increasing product efficiency and effectiveness, use products that are durable and long-lasting, and reduce materials that are land-filled.
3. Purchase products and institute practices that conserve energy and water, use agricultural fibers and residues, and reduce greenhouse gas emissions.
4. Purchase energy from renewable or green sources in preference to fossil fuels.
5. Increase the use and availability of environmentally preferable products, services and distribution systems.
6. Support emerging and established manufacturers and vendors that reduce environmental and human health impacts in their services and production and distribution systems.
7. Create a model for successfully purchasing environmentally preferable products and services that encourages other buyers and consumers in our community to adopt similar goals.

## **POLICIES**

Subject to New York State law and purchasing requirements and supplementing the City of Plattsburgh Procurement Policy, when possible purchases by the City of Plattsburgh of products and services shall be subject to and comply with this Green Procurement Policy. To the extent possible, City departments and staff shall engage in environmentally preferable purchasing through NYS Office of Government Services contracts for products and services (NYS General Municipal Law §104). When product or service purchases are exempt from state statutory competitive bidding requirements (NYS General Municipal Law §104-b), this Green Procurement Policy shall apply. When competitive bidding is required by state law (NYS General Municipal Law §103), bidding documents shall be drafted to encourage environmentally preferable purchasing by incorporating bidding specifications which conform to this Green Procurement Policy. When there is more than one provider of the same (or functionally equivalent) item of equipment, material, product or service, the prices offered by all vendors shall be compared and the purchase made from the one offering the lowest responsible bid, after environmental attributes and price are factored together.

### **A. SOURCE REDUCTION**

The City of Plattsburgh shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or workplace quality. City departments shall purchase remanufactured products whenever practicable, but without reducing safety, quality or effectiveness. Products that are durable, long lasting, reusable, refillable, recyclable, or otherwise create less waste shall be selected whenever practicable.

Vendors shall be required to minimize packaging to the greatest extent practicable. Packaging that is reusable, recyclable or compostable shall be selected when suitable uses and programs exist. The City shall not purchase any polystyrene foam packaging when possible.

Vendors shall be required whenever possible to take back and reuse pallets and packaging materials. Suppliers of electronic equipment shall be required to take back equipment for reuse or environmentally safe recycling when the City discards or replaces such equipment, unless the City deems it worthwhile to send the equipment to a non-profit organization for reuse.

Documents shall be printed and copied on both sides whenever practicable to reduce the use and purchase of paper.

### **B. RECYCLED CONTENT PRODUCTS**

It is the policy of the City to purchase and use recycled products to the extent that such use does not negatively impact health, safety, or operational efficiency.

City departments and staff shall examine their purchasing specifications and, where feasible, restructure them to include the use of products which contain post-consumer recycled content, are reusable, or designed to be easily recyclable.

The City will favorably consider the selection of other recycled content and renewable materials,

products and supplies over their non-recycled content and non- renewable alternatives in cases where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than the non-recycled content and/or non-renewable alternative.

### **C. TOXICS REDUCTION AND POLLUTION PREVENTION**

City departments are encouraged to purchase energy-efficient products and to consider "less toxic alternatives" when purchasing products such as cleaning products, pesticides and herbicides. To the maximum extent practicable, all cleaning or disinfecting products (i.e. for janitorial or automotive use) shall (i) be products delineated on the NYS OGS Green Cleaning Product List or (ii) meet NYS OGS guidelines and specifications for green cleaning products (collectively "Green Cleaning Products").

When maintaining buildings, the City shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, flooring, adhesives, furniture and casework.

When replacing vehicles, the City shall consider fuel-efficient models available that are suitable for each task. A life cycle cost analysis shall be performed for the vehicles under consideration. To the extent practicable, the City shall use and purchase renewably-derived fuels or fuels that are cleaner and less-polluting than gasoline and conventional diesel fuel, including biodiesel, natural gas and electricity.

The City shall purchase products and equipment with no lead, cadmium or mercury whenever practicable. For products that must contain lead or mercury because no suitable alternative exists, preference shall be given to those products with the lowest quantities of these metals and to vendors with established lead, cadmium and mercury recovery programs.

The purchase of pentachlorophenol, arsenic and creosote treated wood shall be avoided whenever practicable

### **D. ENERGY AND WATER SAVINGS**

New and replacement equipment for lighting, heating, ventilation, refrigeration and air conditioning systems, water consuming fixtures and process equipment and all such components shall meet or exceed Federal Energy Management Program (FEMP) recommended levels, whenever practicable.

All products purchased by the City and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification. When Energy Star labels are not available, products shall meet or exceed the FEMP recommended levels.

When energy is purchased, renewable or green sources are preferred. These include solar power or photovoltaics, wind power, geothermal, and hydroelectric energy sources and do not include fossil fuels (coal, oil or natural gas).

Demand water heaters shall be purchased whenever practicable.

Energy Star and power-saving features for copiers, computers, monitors, printers and other office equipment shall be enabled during the initial installation and shall remain enabled unless these features conflict with the manufacturer's recommended operation and maintenance of the equipment.

#### **E. LANDSCAPING**

All landscape renovations, construction and maintenance by the City, including workers and contractors providing landscaping services for the City, shall employ sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, grass recycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allowed them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

Hardscapes and landscape structures constructed of recycled content materials are encouraged preferable. The City shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

#### **IMPLEMENTATION**

To encourage environmentally preferable purchasing as outlined in this Green Procurement Policy, City Departments must include relevant environmental standards as a component to bid specifications which reflect this policy, and to include review of this in any rubric or scoring process.

Nothing contained in this policy shall be construed as requiring any City department or staff either (i) to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time, or (ii) to exclude adequate competition for products or services.

Wherever feasible and appropriate, life cycle cost analysis should be used by City departments and staff to assist in selecting products and services. "Cost" shall be calculated over the life of the item and should consider initial acquisition costs, useful life, costs of maintenance and operation over the useful life, and costs of disposal and/or replacement at the end of the useful life, rather than initial acquisition costs alone.

All successful vendors or bidders shall certify in writing that the environmental standards claimed in bids or price quotes are accurate. Although not the lowest proposal or price quoted by suppliers, City departments and staff may nonetheless purchase a product that adheres to the Green Procurement Policy, if there is "prudent and economical use of public moneys in the best interests" of City taxpayers (GML 104-b (1)). Such determination of "best interests" may include full consideration and comparison of

product life cycle costs (including product maintenance, operation and disposal costs), as described more fully in Point 2 above. A further consideration may include direct and identifiable benefits to City taxpayers, other than product cost. For example, the cost of permeable pavers might exceed the cost of asphalt paving, yet the use of permeable pavers could mitigate storm water run-off and reduce the potential for flooding and infrastructure damage in low-lying areas. Justification for a determination of "best interests" shall be fully documented by City departments and staff and submitted to the City Finance Officer prior to the purchase of products or services. Implementation of this Green Procurement Policy may be phased based on available resources and City priorities.



# Plattsburgh, New York

Jonathan P. Ruff, P.E.  
Environmental Manager

41 City Hall Place  
Plattsburgh, NY 12901  
Phone: 518-536-7519

[ruffj@cityofplattsburgh-ny.gov](mailto:ruffj@cityofplattsburgh-ny.gov)

December 17, 2020

To: Mayor Read and Members  
Of the Common Council

Fr: Jonathan Ruff

Re: 2020 NYWEA Annual Meeting Conference

The 2020 New York Water Environment Association (NYWEA) Annual Meeting will be held in New York City from February 3, 2019 through February 5, 2019. I serve on the NYWEA Capital Chapter Board of Directors so there will be meetings and strategy sessions in addition to the session presentations. There is also a meeting of utility executives from across the state to address hot topic items.

The conference session agenda includes topics on:

- Trenchless Collection System Rehabilitation
- Emerging Contaminants
- Biosolids Resource Recovery
- Energy Conservation
- Regulatory Issues
- Ethics/Industrial Pretreatment
- Utility and Asset management.
- Research and New Technologies.

The theme for this year's conference is "*Creating a Sustainable Operator Workforce*". This is timely because we are in the middle of another round of transition.

In addition to learning about topics that can benefit the City, the conference also provides *indirect* benefits such as professional development hours toward maintaining license registration and opportunities for furthering our relationships with regulators and other municipalities. Furthermore, I serve on a few different committees which will be meeting during the conference.

The contacts and relationships from this type of conference most likely helped us obtain the \$25MM in grants and financing that was awarded last year. There is more work to do.

It is respectfully requested that authorization be provided for me to attend. The estimated cost is \$1,850 as outlined on the attached spreadsheet.

Please contact me if you have any questions.

<u>Date</u>	<u>Room</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Fee</u>	<u>Travel/Misc</u>	<u>Total</u>
2/2/2020	250			25		440	715
2/3/2020	250	20	0	25	500	0	795
2/4/2020	250	20		25			295
2/5/2020		<u>20</u>	<u>0</u>	<u>25</u>			<u>45</u>
Subtotal:	750	60	0	100	500	440	1850
<b>Total:</b>							<b>\$ 1,850</b>

nywea2020.xls  
12/17/2019 9:59





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

Levi Ritter  
Chief of Police

December 16, 2019

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

Ladies and Gentlemen:

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

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", with a checkmark to the right.

Chief Levi Ritter  
Plattsburgh Police Department