

07/09/2019 11:31
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CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

P 1
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DEPARTMENT: Building Inspector

REPORTING PERIOD: 07/03/19 TO 07/09/19



COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	1
PARKING	2
PROPERTY MAINTENANCE	2
WORKING WITHOUT PERMIT	1
DEPARTMENT TOTALS	6
REPORT TOTALS	6

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

07/09/2019 11:31
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CITY OF PLATTSBURGH
 COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 07/03/19 TO 07/09/19

REFERENCE CASE	LOCATION	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED COMPLETED
1735	112 US OVAL	LAKEVIEW OVAL PROPERTIES LLC	0	07/08/2019

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLETED	DAYS OPEN
PROPERTY MAINTENANCE COMPLAINT OF MOULD AND LEAKY PIPE IN BASEMENT.	0	WATER IN BASEMENT. LANDLORD NOT FIXING THE ISSUE.	07/10/19	07/10/19	1

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW	NOTICE	07/10/19			.00
FOLLOW UP	INSPECTION	NEW	NOTICE				.00
ORDER REMEDY	INSPECTION	NEW	LETTER				.00
APPEARANCE TICKET	OTHER	NEW					.00

INSPECTION INSPECTOR
 COMPLAINT KYLE BURDO
 COMPLAINT KYLE BURDO
 COMPLAINT KYLE BURDO
 COMPLAINT/VIOLATION TOTALS .00

VIOLATION	SEVERITY	PHONE CALL	AREA	COMPLY BY	COMPLETED	DAYS OPEN
1734 129 BROAD ST	0	0	MOUNTAIN HARBOR PROPERTIES LLC.	07/09/19	07/08/2019	1

GARBAGE
 Lady called about garbage in between buildings 129-131. Blowing into her yard at 133 Broad St, also she believes raccoons are living there because of the garbage building up.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW	NOTICE	07/09/19			.00
NOTICE	INSPECTION	NEW	NOTICE				.00
REINSPECT	INSPECTION	NEW	LETTER				.00
ORDER PICK UP	OTHER	NEW					.00

INSPECTION INSPECTOR
 COMPLAINT NICK WALKER
 COMPLAINT NICK WALKER
 COMPLAINT NICK WALKER
 COMPLAINT/VIOLATION TOTALS .00

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLETED	DAYS OPEN
1732 28 MACDONOUGH ST	0	DARLENE EDDY	07/04/19	07/03/2019	6

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW	LETTER	07/04/19			.00
STOP WORK	INSPECTION	NEW					.00
SECURE PERMIT	OTHER	NEW					.00

INSPECTION INSPECTOR
 COMPLAINT
 COMPLAINT
 COMPLAINT/VIOLATION TOTALS .00



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CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

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DEPARTMENT: Building Inspector

REPORTING PERIOD: 07/03/19 TO 07/09/19

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

COMPLAINT/VIOLATION TOTALS .00

1733	97 JOHNSON AVE	DEBORAH L DIFULVIO	0	07/08/2019
VOLATION	SEVERITY	COMPLY BY	COMPLETED	
PARKING	0			
CAR FOR SALE PARKED ON FRONT LAWN. BEEN THERE LONG ENOUGH GRASS IS GROWING IN AROUND IT.				
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED STARTED COMPLETED
INITIAL INSPECT	INSPECTION	NEW		07/09/19
NOTICE	NOTICE	NEW		
REINSPECT	INSPECTION	NEW		
APPEARANCE TICK	OTHER	NEW		
INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS
COMPLAINT	KYLE BURDO	07/09/19	07/09/19	FEE AMOUNT
COMPLAINT	KYLE BURDO			.00
				.00

COMPLAINT/VIOLATION TOTALS .00

1736	COURT ST	KEL PROPERTIES LLC	0	07/09/2019
VOLATION	SEVERITY	COMPLY BY	COMPLETED	
PARKING	0			
CAR PARKED ON LAWN WITH FOR SALE SIGN, NO LICENCE PLATE. BEEN THERE FOR "WEEKS"				
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED STARTED COMPLETED
INITIAL INSPECT	INSPECTION	NEW		07/10/19
NOTICE	NOTICE	NEW		
REINSPECT	INSPECTION	NEW		
APPEARANCE TICK	OTHER	NEW		
INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS
COMPLAINT		07/10/19	07/10/19	FEE AMOUNT
COMPLAINT				.00
				.00

COMPLAINT/VIOLATION TOTALS .00

1731	UNDERWOOD AVE	PLATTSBURGH MHP LLC	0	07/03/2019
VOLATION	SEVERITY	COMPLY BY	COMPLETED	
PROPERTY MAINTENANCE	0			
COMPLAINT OF LIVE WIRE ON PROPERTY. ALSO STATES LIVE WIRE IN NEIGHBORING PROPERTY HAS BEE NOTED.				
STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED STARTED COMPLETED
INITIAL INSPECT	INSPECTION	NEW		07/05/19
NOTICE	NOTICE	NEW		
FOLLOW UP	INSPECTION	NEW		
ORDER REMEDY	NOTICE	NEW	LETTER	
APPEARANCE TICK	OTHER	NEW		
INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS
COMPLAINT		07/10/19	07/10/19	FEE AMOUNT
COMPLAINT				.00
				.00





07/09/2019 11:31 CITY OF PLATTSBURGH COMPLAINTS/VIOLATIONS REPORT
 14271bee

DEPARTMENT: Building Inspector

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

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
 COMPLAINT KYLE BURDO 07/05/19 07/05/19 .00
 COMPLAINT KYLE BURDO .00
 COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS 6 COMPLAINTS/VIOLATIONS 0 COMPLETED .00
 COMPLAINT/VIOLATION ACTIVITY 07/03/19-07/09/19:

REPORT TOTALS 6 COMPLAINTS/VIOLATIONS 0 COMPLETED .00
 COMPLAINT/VIOLATION ACTIVITY 07/03/19-07/09/19:

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

REPORTING PERIOD: 07/03/19 TO 07/09/19

CREATED
 COMPLETED

P 4
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Plattsburgh, New York

Scott Lawliss
Fire Chief

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

MEMO

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

FROM: Fire Chief, Scott Lawliss

DATE: July 9, 2019

RE: Fire and Ambulance Responses

For this three week period: Tuesday, June 18, 2019 to Monday, July 8, 2019
our Department has responded to the following:

Fire Calls	<u>42</u>
	8 EMS assist initiated patient care prior to transport ambulance
	12 alarm activation with investigation of cause
	1 wildland fire with hazardous mitigation
	12 MVA with patient care and hazardous mitigation
	3 gas leaks with hazardous mitigation
	3 excessive heat/scorch burns
	2 smoke/odor removal
	1 removal of victim from stalled elevator
Ambulance Calls	176
Mutual Aid by CVPH	35



July 12, 2019

AUTHORIZING RESOLUTION

I, Sylvia Parrotte, City Clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Plattsburgh City Council held on July 11, 2019, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

AUTHORIZING RESOLUTION

WHEREAS; The City of Plattsburgh is committed to securing funding to continue to improve of its Water Resource Recovery Facility (WRRF) and to ensuring that the City's water and sewer systems are safe and responsible;

WHEREAS; Funds are available to support a Commemoration Bridge Combined Sewage Overflow CSO through the 2019 New York State Consolidated Funding Application through the Department of Environmental Conservation's Water Quality Improvement Program (WQIP) to support such activities;

WHEREAS; The City of Plattsburgh is aware of the match required by DEC and agrees to provide the funding and the oversight to execute the grant according to the timeline outlined in the application;

RESOLVED; City of Plattsburgh Mayor Colin Read is hereby authorized and directed to accept funds from, and enter into, and execute a project agreement with the State for such financial assistance for the City of Plattsburgh.

By Councilor _____; Seconded by Councilor _____

Roll call: Councilors Armstrong, Kelly, Gibbs, Ensel, McFarlin, Moore

ACTION TAKEN: _____

ABSENT: _____

Sylvia Parrotte, City Clerk

**ATTACHMENT C
DESIGN SERVICES
SECTIONS 1 THRU 8**

**LUMP SUM BREAKDOWN BY TASK
City of Plattsburgh Local PSAP
PIN 70PS.03**

TASK	DESCRIPTION	CONTRACT AMOUNT
1.05 - 1.11	General	\$1,800
2.01 - 2.11	Data Collection & Analysis	\$5,900
3.01 - 3.07	Preliminary Design	\$8,500
4.01 - 4.07	Environmental Screening/Permits	\$2,300
5.01 - 5.11	R-O-W Survey & Mapping	\$0
6.01 - 6.09	Detailed Design	\$24,000
7.01 - 7.03	Advertisement, Bid Opening, & Award	\$1,600
8.01	Construction Support	\$0
SUBTOTAL - LABOR		\$44,100
Reimbursable DNSC	Survey (Sub Consultant)	\$20,000
Reimbursable DNSC	Direct Expenses (Consultant)	\$900
SUBTOTAL - DIRECT NON SALARY		\$20,900
PROJECT TOTAL		\$65,000.00

Attachment C, Page 1
Summary

C&S Engineers, Inc.
LOCAL PEDESTRIAN SAFETY ACTION PLAN
CITY OF PLATTSBURGH, CLINTON COUNTY
PIN 70PS.03

Item IA, Direct Technical Salaries (estimated) Subject to Audit	\$14,651
Item IB, Direct Technical Salaries Premium Portion of Overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$835
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$0
Item III, Overhead @ 170%	\$24,906
Item IV, Fixed Fee @ 11%	\$4,351
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$20,000
Total Estimated Cost	<hr/> \$64,743

Attachment C, Page 2
Salary Schedule

C&S Engineers, Inc.
LOCAL PEDESTRIAN SAFETY ACTION PLAN
CITY OF PLATTSBURGH, CLINTON COUNTY
PIN 70PS.03

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVG. HOURLY RATES		MAXIMUM HOURLY RATES			OVERTIME CATEGORY
		Current July 2019	Mid-point Oct 2019	2019	2020	2021	
Service Group Manager	VIII (A)	\$84.33	\$84.33	\$94.00	\$96.82	\$99.72	A
Department Manager	VII (A)	\$61.61	\$61.61	\$72.00	\$74.16	\$76.38	A
Chief Engineer	VI (A)	\$53.40	\$53.40	\$56.50	\$58.20	\$59.94	A
Managing Engineer	VI (A)	\$50.70	\$50.70	\$65.00	\$66.95	\$68.96	A
Managing Environmental Scientist	VI (A)	\$54.50	\$54.50	\$54.50	\$56.14	\$57.82	A
Senior Project Engineer	V (A)	\$46.05	\$46.05	\$56.30	\$57.99	\$59.73	B
Project Engineer	IV (A)	\$38.00	\$38.00	\$41.50	\$42.75	\$44.03	B
Project Environmental Scientist	IV (A)	\$33.00	\$33.00	\$33.00	\$33.99	\$35.01	B
Engineer	III (A)	\$32.96	\$32.96	\$38.00	\$39.14	\$40.31	B
Environmental Scientist	III (A)	\$32.20	\$32.20	\$43.00	\$44.29	\$45.62	B
Staff Engineer	I/II (A)	\$29.07	\$29.07	\$34.00	\$35.02	\$36.07	B
Senior Designer	III (N)	\$32.47	\$32.47	\$40.00	\$41.20	\$42.44	B
Designer	III (N)	\$26.80	\$26.80	\$28.50	\$29.36	\$30.24	B
CADD Operator	III (N)	\$23.50	\$23.50	\$23.50	\$24.21	\$24.93	C
Technical Typist	N/A	\$27.72	\$27.72	\$35.00	\$36.05	\$37.13	C

Party Chief (Field)	III (N)						C
Instrument Person (Field)	II (N)						C
Rod Person (Field)	I (N)						C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as submitted in Certified Salary Roster.

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Attachment C, Page 3
Staffing Table

C&S Engineers, Inc.
LOCAL PEDESTRIAN SAFETY ACTION PLAN
CITY OF PLATTSBURGH, CLINTON COUNTY
PIN 70PS.03

Job Title	Grade	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Hours	Projected Hourly Rate	Direct Technical Labor Cost
Service Group Manager	VIII (A)										0	\$84.33	\$0.00
Department Manager	VII (A)	8	2	10			19	5			44	\$61.61	\$2,710.84
Chief Engineer	VI (A)						17				17	\$53.40	\$907.80
Managing Engineer	VI (A)			8							8	\$50.70	\$405.60
Managing Environmental Scientist	VI (A)										0	\$54.50	\$0.00
Senior Project Engineer	V (A)										0	\$46.05	\$0.00
Project Engineer	IV (A)	1	36	35	5		76				153	\$38.00	\$5,814.00
Project Environmental Scientist	IV (A)				7						7	\$33.00	\$231.00
Engineer	III (A)		14	12			86				112	\$32.96	\$3,691.52
Environmental Scientist	III (A)			3	10						13	\$32.20	\$418.60
Staff Engineer	I/III (A)										0	\$29.07	\$0.00
Senior Designer	III (N)										0	\$32.47	\$0.00
Designer	III (N)										0	\$26.80	\$0.00
CADD Operator	III (N)										0	\$23.50	\$0.00
Technical Typist	N/A	3					6	8			17	\$27.72	\$471.24
Party Chief (Field)	III (N)										0		\$0.00
Instrument Person (Field)	II (N)										0		\$0.00
Rod Person (Field)	I (N)										0		\$0.00
Totals		12	52	68	22	0	204	13	0	0	371		\$14,650.60

Attachment C, Page 4
 Estimate of Direct Non-Salary Costs

C&S Engineers, Inc.
 LOCAL PEDESTRIAN SAFETY ACTION PLAN
 CITY OF PLATTSBURGH, CLINTON COUNTY
 PIN 70PS.03

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (travel route reimbursement)						
Per Diem		0 days @	\$35.00 per day		\$0.00	
Trips to		trips	miles/trip	rate/mile		
City DPW		1	500	\$0.585		\$292.50
Public Information Meeting		0	500	\$0.585		\$0.00
Project Site		1	500	\$0.585		\$292.50
Total for Travel, Lodging & Subsistence						\$585.00
2. Reproduction, Drawings & Reports						
Design Phases I - VI						
	each	sheets/set	sets			
MyIars (22"x34")	\$8.50	0	0			\$0.00
MyIars (11"x17")	\$4.25	0	0			\$0.00
Drawings (22"x34")	\$0.60	0	0			\$0.00
Drawings (11"x17")	\$0.20	0	0			\$0.00
Design Reports	\$0.05	0	0			\$0.00
Bid Documents	\$0.05	0	0			\$0.00
Color Copies	\$0.85	0	0			\$0.00
Total for Reproduction, Drawings & Reports						\$0.00
3. Long Distance Telephone Calls						
70 weeks		1 calls per week @	\$0.00 per call			\$0.00
4. Bid Advertisement						
0 publications		1 days	\$400.00 per day			\$0.00
5. Owner's Protective Insurance (Estimated)						
						\$200.00
6. FOIL request for accident						
		1 requests @	\$50.00 each			\$50.00
7. Postage/Mail						
		0 deliveries @	\$10.00 each			\$0.00
		0 mailings @	\$0.44 each			\$0.00
Total for Postage/Mail						\$0.00
8. Traffic Count Equipment Rental						
		0 Week @	\$100.00 each			\$0.00
9. Final Continuation Search (\$75 each) & Recording and Tax Search (\$25 each)						
		0 Parcels @	\$100.00 each			\$0.00
TOTAL DIRECT NON-SALARY COST						\$835.00

DIRECT SUB-CONTRACTOR COSTS

1. Corridor Search for Hazardous Waste Assessment							\$0.00
2. Bridge Deck & Substructure Cores (NOT IN CONTRACT)							
		0 Cores @	\$325.00 each			\$0.00	
3. Pavement Cores/Soils Borings/Testing (Estimated)							
		0 Borings @	\$150.00 each			\$0.00	
		0 Cores @	\$312.00 each			\$0.00	
		0 Testing @	\$1,680.00 LS			\$0.00	
Total for Soils Borings						\$0.00	
4. Asbestos Sampling & Testing (NOT IN CONTRACT)							\$0.00
5. Televising sewers							\$0.00
6. Appraisal Work by Vendor							
		0 Commercial parcels	\$1,600.00 each			\$0.00	
		0 Residential parcels	\$1,000.00 each			\$0.00	
Total for Abstract Work by Vendor						\$0.00	
7. Cultural Resources Survey							
		Phase 1 Investigation				\$0.00	
						\$0.00	
						\$0.00	
Total for Cultural Resources Survey						\$0.00	
TOTAL DIRECT SUB-CONTRACTOR COST						\$0.00	

DIRECT SUB-CONSULTANT COST

1. MJ ENGINEERING AND LAND SURVEYING		\$20,000.00
TOTAL DIRECT SUB-CONSULTANT COST		\$20,000.00

Labor Detail
Section 3 - Preliminary Design

C&S Engineers, Inc.
LOCAL PEDESTRIAN SAFETY ACTION PLAN
CITY OF PLATTSBURGH, CLINTON COUNTY
PI# 70PS.03

Notes:
 1) Shading indicates that task is NOT included in the contract.
 2) Hatching indicates that task is being done by the County or the Sub-Consultant

Task No	Description	Serv. Grp Man.	Dept. Man.	Chief Eng.	Man. Eng.	Man. Env.	Sr. Proj. Eng.	Proj. Eng.	Proj. Sci.	Env. Sci.	Staff Eng.	Sr. Desig.	Desig. Oper.	CADD Oper.	Tech. Typist	Hours by Task	Direct Labor Costs
3.01	Design Criteria - establish Identify nonstandard features							2 1								2 1	\$76.00 \$38.00
3.02.A	Selection of Design Alts.							2								2	\$76.00
3.02.B	Detailed Evaluations of Alts. - Conceptual evaluations - Plans							8 8								8 8	\$304.00 \$304.00
3.03	Preliminary Cost Estimates								4							4	\$131.84
3.04	Preparation of Draft IPP/FDR Address city comments		6 1		4 1			8 1	4 1	2 1						24 5	\$1,072.70 \$215.47
3.05	Address agency comments		1		1			1		1						4	\$183.27
3.06	Public Info. Meetings (1) - Prepare presentation - Prepare visual aids - plans - Prepare handouts - Meetings with city (0) - Attend meetings (0)		1		2			4		2						9	\$380.93
3.07	Preparation of Final IPP/FDR - Analyze public comments (0) - Design recommendation		1													1	\$61.61
Totals																	
10 8 35 12 3 3 68 \$2,843.82																	

Labor Detail
Section 4 - Environmental

C&S Engineers, Inc.
LOCAL PEDESTRIAN SAFETY ACTION PLAN
CITY OF PLATTSBURGH, CLINTON COUNTY
PIN 70PS.03

Notes:

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Task No	Description	Serv. Grp Man.	Dept. Man.	Chief Eng.	Man. Eng.	Man. Env.	Sr. Proj. Eng.	Proj. Eng.	Proj. Env. Sci.	Env. Sci. Eng.	Staff Eng.	Sr. Desig.	CADD Oper.	Tech. Typist	Hours by Task	Direct Labor Costs
4.01	NEPA Classification							2							2	\$76.00
4.02	SEQRA Classification							1							1	\$38.00
4.03	Smart Growth							2							2	\$76.00
4.04	Screenings & Prel. Investig.														4	\$128.80
	Gen. Ecol. & Endan. Species									4					4	\$128.80
	Ground Water														2	\$64.40
	Surface Water									2					2	\$64.40
	State & Federal Wetlands															
	Floodplains															
	Coastal Zone Management															
	Navigable Waterways															
	Historic Resources									4					4	\$128.80
	Parks															
	Hazardous Waste								4						4	\$132.00
	Asbestos								3						3	\$99.00
	Noise															
	Air Quality															
	Energy															
	Farmlands															
	Visual Impacts															
	Critical Environmental Areas															
4.05	Detailed Studies & Analyses															
	Gen. Ecol. & Endan. Species															
	Ground Water															
	Surface Water - SWPPP															
	State & Federal Wetlands															
	Historic Resources															
	Hazardous Waste															
	Asbestos															
	Farmlands															
	Permits and Approvals															
4.06	Environmental Hearing															
4.07	Environmental Hearing															
	Totals							5	7	10					22	\$743.00

Labor Detail
Section 5 - Right-of-Way

C&S Engineers, Inc.
LOCAL PEDESTRIAN SAFETY ACTION PLAN
CITY OF PLATTSBURGH, CLINTON COUNTY
PIN 70PS.03

Notes:
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Task No.	Description	Serv. Grp Man.	Dept. Man.	Chief Eng.	Man. Eng.	Man. Env.	Sr. Proj. Eng.	Proj. Eng.	Proj. Env. Sci.	Env. Sci. Eng.	Staff Eng.	Sr. Desig.	Desig.	CADD Oper.	Tech. Typist	Hours by Task	Direct Labor Costs
5.01	Title search/abstracts/ARM																
5.02	R.O.W. Survey																
5.03	R.O.W. Mapping																
5.04	R.O.W. Plan																
5.05	R.O.W. Cost Estimates																
5.06	Public Hearings/meetings																
5.07	Property appraisals																
5.08	Appraisal review																
5.09	Negotiations/acquisition																
5.10	Relocation assistance																
5.11	Property management																
Totals																	



Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held July 11th, 2019, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on July 11th, 2019, and

WHEREAS, the Capital Expenditure Plan adopted January 10th, 2019, includes a Bridge & Waterfront category, and

WHEREAS, the Infrastructure Division is establishing a 2019 Monument Stage project for an item being revised in the Bridge & Waterfront category of the Capital Expenditure Plan adopted January 10th, 2019, and

WHEREAS, the cost of the 2019 Monument Stage project has been estimated by the Infrastructure Division for the costs of the planned expenditures as noted below to purchase and construct an item being revised in the expenditure plan for 2019, which total cost is further revised, as follows:

	2019 Capital Plan	2019 Estimated Cost	2019 Revised Cost	2019 Revised Cost
Events Tents	\$ 30,000	\$ 30,000	\$ -	\$ -
Monument Stage	<u>-</u>	<u>-</u>	<u>80,000</u>	<u>98,579</u>
Total	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 80,000</u>	<u>\$ 98,579</u>

Project Funding:

General Fund	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 80,000</u>	<u>\$ 98,579</u>
Total	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 80,000</u>	<u>\$ 98,579</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 11th day of July 2019, as follows:

- 1) That, the amount of Ninety-eight Thousand Five Hundred Seventy-nine and 00/100 (\$98,579.00) Dollars is hereby appropriated for the capital project **2019 Monument Stage (H5110.68)** for the further revised cost of the items listed above and is hereby authorized to be expended for such purpose.
- 2) That, Ninety-eight Thousand Five Hundred Seventy-five and 00/100 (\$98,579.00) Dollars of such appropriation be provided by the General Fund.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



Plattsburgh Police Department
45 PINE STREET
Plattsburgh, New York
518-563-3411
518-566-9000 (FAX)

LEVI J. RITTER
Chief of Police

July 9, 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 the Mayor to sign a contract with Mr. Noah Phillips for nuisance animal control effective 7/11/19. Mr. Phillips meets all of the criteria set forth by the council, and has produced all of the documentation required for insurance coverage per the contract. 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", written over a horizontal line.

Chief Levi Ritter
Plattsburgh Police Department

CITY OF PLATTSBURGH
CONTRACT AGREEMENT
FOR NUISANCE ANIMAL CONTROL

This Agreement made and entered into the 11th day of July, 2019, by and between THE CITY OF PLATTSBURGH, New York, a municipal corporation with offices at City Hall, 41 City Hall Place, Plattsburgh, New York, hereinafter referred to as the "CITY" and Noah J. Phillips, an individual doing business as Nuisance Wildlife Control, at 137 Taylor Rd, Peru NY, hereinafter referred to as the "Contractor".

WITNESSETH, that the Contractor and the CITY for the considerations stated herein mutually agree as follows:

Article 1. STATEMENT OF WORK

The Contractor is Noah J. Phillips. This contract may not be assigned to another person without the City's written consent.

The contractor shall furnish all transportation, services, equipment and supplies necessary to perform the work. The work is described in exhibit A.

The contractor shall also provide the following insurances, licenses and certifications.

1. General Liability Insurance with the CITY as Names Insured for no less than \$1 million Dollars.
2. Proof of Workers Compensation Insurance Coverage for all employees, (if any).
3. For all vehicles used in the performance of the work, proof of automobile liability insurance coverage with limits of not less than 500,000/1,000,000.
4. A valid Nuisance Wildlife Control Officer license issued by the NYDEC.

Article 2. THE CONTRACT PRICE

The CITY will pay the Contractor a lump sum price of Twenty Five Thousand Dollars (\$25,000.00) for the performance of the work during the year 2019 (prorated for the actual start date of this agreement). The contract price will be paid in monthly installments at the end of each month. Payment vouchers shall be submitted to the Police Department for approval and transmitted by the Police Department to the Chamberlain for payment.

Article 3. THE CONTRACT TERM

This contract shall commence on the 11th day of July, 2019, and terminate on 31st day of December, 2019.

Article 4. STATUTORY COMPLIANCE

The Contractor shall comply with all applicable laws in the performance of the services, including the New York State Agriculture & Markets Law and City Code.

Article 5. TERMINATION

This contract may be terminated by either party on 30 days written notice to the other. If during the term of this contract, the Contractor fails to respond to three calls for service without just cause, the CITY may terminate the contract on 24 hours notice to the Contractor. The parties agree that if either of them has any concerns about the scope or manner of performing the services they will meet, discuss and attempt to resolve their concerns. Upon termination of this contract, the monthly allotted payments to Contractor will cease.

Article 6. JURISDICTION; WAIVER OF JURY TRIAL

Any action or legal proceeding arising out of this Agreement shall be heard in a court of competent jurisdiction in Clinton County, New York. Both parties waive the right to a trial by jury of any claim arising out of this contract.

Article 7. CONTRACTOR STATUS

The Contractor represents to the CITY that he is engaged in the business of animal control; that he has other clients for whom he provides such services; that he has and will supply all tools, equipment and supplies necessary to perform the work; that he is an independent contractor and the compensation paid to him will not be subject to tax or other withholding. The CITY acknowledges and agrees that the CITY will have no control or supervision over the means or methods the Contractor uses to perform the work except to ensure that the Contractor is in compliance of the law.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seals and have executed this Agreement the day and year first above written.

ATTEST:

Noah J. Phillips
(CONTRACTOR)

CITY OF PLATTSBURGH
(OWNER)

By: _____

By: _____

Title: _____

Title: _____

Street: _____

Street: _____

City: _____

City: _____

ATTACHMENT: EXHIBIT A; SCOPE OF SERVICES

EXHIBIT A; SCOPE OF SERVICES

The Contractor shall provide the following services to the City of Plattsburgh and perform such incidental tasks as are necessary to accomplish the work.

1. Investigating and responding to nuisance wildlife complaints concerning nuisance species listed by NYDEC, such as skunks, wood chucks and raccoons. Nuisance wildlife, when possible, shall be trapped with a “have a heart” trap and relocated, but all means of capture and disposal shall comply with DEC laws and regulations.
2. Humane euthanization of severely injured animals and disposal of their carcasses according to the New York State Health Department rules and guidelines.
3. The Contractor shall endeavor to respond to calls concerning sick or injured animals within 20 minutes.
4. Where a domesticated or wild animal does not appear to have sustained a life threatening injury, the Contractor shall: a) in the case of a domestic animal, contact the Police Department for authorization to obtain treatment at a veterinarian; b) in the case of a wild animal, transport the sick, injured or orphaned animal to a wild life rehabilitation center.
5. The Contractor shall not be responsible for paying the cost of an animal shelter or veterinarian services; such costs to be invoiced and paid by the City of Plattsburgh.
6. The Contractor shall submit monthly reports in a form provided by the Police Department (NYSDEC Nuisance Wildlife Control Log) which will include information about complaints received, animals captured, euthanized, impounded, or transported for veterinary care.
7. Participation in court proceedings (when necessary).
8. Contractor will comply with Clinton County Health Department and/or State Department of Health regulations upon encountering any suspected animals infected with rabies or other communicable diseases.



MUNICIPAL LIGHTING DEPARTMENT

(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

DISCOVER
Plattsburgh

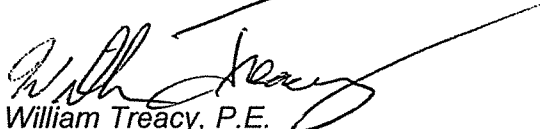
July 9, 2019

To: Mayor Colin Read

Subject: 217 Sharron Ave Site

The Management of the Plattsburgh Municipal Lighting Department and Corporate Counsel have reviewed the attached AEDA Preliminary Services Contract. It is requested that the Mayor sign the contract for the preliminary services NTE \$10,000 to AEDA. This also includes the \$2,000 retainer mentioned in the contract. This work is required for the permitting process with the Town of Plattsburgh and due diligence requirements of the purchase contract to include the determining of the City and Town line. If you have any questions, please contact me. Thank you for your attention to this matter.

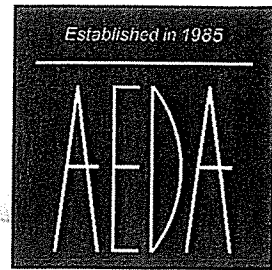
Respectfully Submitted,


William Treacy, P.E.
Manager

Enclosure: (1)

CC: **City Clerk**
Councilor McFarlin, PMLD Liaison
Kelly Clookey, MLD Finance Director

Architectural & Engineering Design Associates, P.C.



July 9, 2019

City of Plattsburgh
Municipal Lighting Department
Bill Treacy, Manager
41 City Hall Place
Plattsburgh, NY 12901

RE: City of Plattsburgh – 217 Sharron Avenue Site

Dear Mr. Treacy:

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

AEDA, P.C. is prepared to provide professional services for the City's project on a time plus materials basis not-to-exceed Ten Thousand Dollars (\$10,000.00). Attached is our current hourly rate schedule. Monthly invoices for the project will be submitted to you outlining the time and materials provided by AEDA to complete the project.

Attached please find the AEDA "standard form of agreement for professional services". If you find this proposal and agreement acceptable please sign and return one copy of the agreement with a retainer in the amount of \$2,000.00 and we can schedule the work.

Thank you for the opportunity to provide this proposal. Should you have any questions, please feel free to contact me.

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'James A. Abdallah'.

James A. Abdallah, P.E.
Vice President

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

This is an Agreement made as of July 9, 2019 between City of Plattsburgh

of c/o – Bill Treacy, PMLD, 41 City Hall Place, Plattsburgh, NY 12901 which is a Municipal Client (Hereinafter called the CLIENT), and Architectural & Engineering Design Associates P.C., 1246 State Rt. 3, P.O. Box 762, Plattsburgh, NY 12901, which is a professional corporation registered in the State of New York (hereinafter called AEDA.)

A. CLIENT and AEDA, for the mutual consideration hereinafter set forth, agree as follows: See attached proposal letter dated July 9, 2019

B. CLIENT agrees to pay AEDA as compensation for services as follows: See attached proposal letter dated July 9, 2019

Any additional services requested and/or expenses "excluded" shall be billed for against the AEDA Fee Schedule attached to the agreement.

C. CLIENT agrees to pay AEDA a retainer with this Agreement of \$2,000.00.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.5% compounded monthly (annual rate of 18%) or the highest rate allowable under applicable State Law, whichever is higher.

D. CLIENT shall furnish the following: Any existing plans available for the building/site, property survey and mapping.

E. This Agreement includes the Standard Terms and Conditions shown below and on the back of this document and are incorporated herein by this reference.

F. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

AGREED TO:

City of Plattsburgh
(Client's Name)

BY:

(Authorized Signature/Date)

TITLE: _____

(Authorized Signature/Date)

TITLE: _____

AGREED TO:

Architectural & Engineering Design Assoc. PC

BY: James A. Abdallah, P.E.



(Authorized Signature/Date)

TITLE: Vice President

STANDARD TERMS & CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof.
2. **OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of AEDA unless otherwise provided by law. CLIENT shall not use such items on other projects without AEDA'S prior written consent. AEDA shall not release CLIENT'S data without authorization.
3. **LIMITATIONS OF COST ESTIMATES:** Any estimate of the cost of the project services or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. **APPROVAL OF WORK:** The work performed by AEDA shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 15 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. **DELAY:** Any delay, default or termination in or of the performance of any obligations of AEDA under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove AEDA'S work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of AEDA'S

work, or any others acts of the CLIENT'S or any other Federal, State or local government agency, or any other cause beyond AEDA'S reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of AEDA as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, AEDA shall be paid for all services rendered to the date of termination as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay AEDA within thirty (30) days of receipt of an invoices shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, AEDA in addition to the right to terminate set forth in the paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of AEDA in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold AEDA harmless for any and all loss, cost, expense, claim, damage, or liability, of any nature arising from (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by AEDA or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by AEDA'S own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES;** AEDA, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time and material basis. It will be the CLIENT'S responsibility to provide adequate protection of the stakes against their own negligence of those working for or with them and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT'S responsibility to protect said stakes until such time as construction takes place..
10. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of AEDA'S field representative will be for the purpose of providing observation and field testing. Under no circumstances is it AEDA'S intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of AEDA'S field representative as the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of AEDA'S field representative nor observation and testing personnel shall excuse the contractor in any way for effects discovered in their work. It is understood that AEDA will not be responsible for job or site safety on the project.
11. **RESTRICTIONS ON USE OF REPORTS:** It shall be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT'S sole risk and responsibility.
12. **LIMITATIONS OF CONSULTANT'S LIABILITY:** The CLIENT agrees to limit AEDA'S liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to AEDA'S professional negligent acts, errors or omission, such that the total aggregate liability of AEDA to those named shall not exceed fifty thousand dollars (\$50,000.00) or 50% of AEDA'S total fee for services rendered on this Project, whichever is the greater.
13. **CONTROLLING LAWS:** The Agreement is to be governed by the Laws of the State of New York.
14. **INSURANCE:** AEDA shall procure and maintain throughout the period of this Agreement, at AEDA'S own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal Laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. AEDA shall not be responsible for any loss, damage or liability beyond the amount, limits and conditions of such insurance.
15. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor AEDA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
16. **ARBITRATION:** All claims, counterclaims, disputes and other matters in question between the parts hereto arising out of or relating to this Agreement or breach thereof may, at the option of AEDA be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the Town of Plattsburgh, Clinton County, New York
17. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as stated in the Agreement.
18. **RIGHT OF ENTRY:** The CLIENT will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. AEDA will take all reasonable precautions to minimize damage to the property. It is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
19. **UTILITIES:** In the prosecution of our work, AEDA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold AEDA harmless for any damages to subterranean structures and utilities.
20. **STANDARD OF CARE:** Services performed by AEDA under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied is made.

21. **RENOVATION/REHABILITATION OF EXISTING BUILDINGS:** Where the work involves remodeling and /or rehabilitation of an existing building, CLIENT agrees that certain assumptions must be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees that, except for negligence on the part of AEDA, CLIENT will hold harmless, indemnify and defend AEDA from and against any and all claims arising out of the professional services provided under this Agreement.
22. **EMPLOYEE RETENTION:** CLIENT agrees not to hire or solicit for employment, for themselves or others, the ENGINEER'S employee during the term of this agreement and for a period of one year thereafter.
23. **ASBESTOS AND HAZARDOUS WASTE:** Where the work involves asbestos and /or hazardous wastes, CLIENT agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. AEDA will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and / or the general public. Such responsibility for safety measures is and shall remain that of the contractor. CLIENT agrees that, except for claims and damages arising from negligent acts, errors or omissions of AEDA, CLIENT will hold harmless, defend and indemnify AEDA from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos, asbestos fibers or hazardous waste.

Nothing in this Agreement shall impose liability on AEDA for claims, lawsuits, expenses of damages arising from, or in any manner related to, the exposure to or the handling, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
24. **SEISMIC DESIGN:** If the project is located in New York State, it will be designed in accordance with the structural requirements of the Building code of New York State.

Otherwise, the structure will have some seismic resistance, however, seismic design will not be incorporated in the structural design of the project unless specifically requested by CLIENT as an additional service.
25. **CONSTRUCTION PHASE SERVICES:** Where AEDA'S services do not include review or site observation of the contractor's work and performance, CLIENT agrees to defend, indemnify, and hold harmless AEDA from any claim or suit whatsoever, including, but limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance of the failure of the contractor's work to conform to the design intent and the contract documents. AEDA agrees to be responsible for its own sole negligent acts, errors or omissions.

- END OF AGREEMENT -



Architectural &
Engineering
DESIGN
Associates P.C.

2018 FEE SCHEDULE

HOURLY RATES

• Principal Architect/Engineer	\$100.00/hr
• Project Architect/Engineer	\$ 85.00/hr
• Intern Architect/Engineer	\$ 75.00/hr
• Architectural/Engineering Technician	\$ 65.00/hr
• Project Manager	\$ 65.00/hr
• Clerical staff	\$ 40.00/hr

EXPENSES

• 24" x 36" B&W Bond	\$4.00/page
• 24" x 36" Color Bond	\$8.00/page
• 24" x 36" Mylar	\$15.00/page
• 12" x 18" B&W Copies	\$1.50/page
• 12" x 18" Color Copies	\$2.50/page
• 11" x 17" B&W Copies	\$1.25/page
• 11" x 17" Color Copies	\$2.25/page
• 8.5" x 11" Color Copies	\$1.00/page
• 8.5" x 11" B&W copies	\$.15/page
• File Scan to disk	\$10.00
• Postage	Invoice Cost
• UPS/FedEx overnight charges	Invoice Cost
• Consultants	Invoice Cost
• Mileage	\$.60/mile

* All final expenses incurred are plus labor.

** All final invoices of hourly rates and expenses will be subject to a 5% overhead and 5% profit markup.