

1. Common Council Regular Meeting Agenda

Documents: [AGENDA 05-19-16.PDF](#)

2. Supporting Documents

Documents: [MEETING DOCS 051916.PDF](#)

3. WEEKLY CLAIMS ANALYSIS 051916

Documents: [CLAIMS ANALYSIS 051916.PDF](#)

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK**

May 19, 2016

5:30 P.M.

AGENDA

Present: Mayor James Calnon, Councilors Rachelle Armstrong (W1), Mike Kelly (W2), Dale Dowdle (W3), Paul O’Connell (W4), Becky Kasper (W5), Joshua Kretser (W6)

Absent:

1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the regular meeting of the Common Council held on May 5, 2016 are approved and placed on file among the public records of the City Clerk’s Office.

By Councilor _____; Seconded by Councilor _____

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the weeks ending May 11, 2016 in the amount of **\$ 366,936.57** and May 18, 2016 in the amount of **\$ _____** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for the weeks of May 5 - 18, 2016
- Report from the Building Inspector’s office May 17, 2016
- Report of Public Hearing held by the Zoning Board of Appeals on May 16, 2016

RESOLVED: That the reports as listed are hereby ordered received and placed on file among the public records of the City Clerk’s Office.

By Councilor _____; Seconded by Councilor _____

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the weeks ending May 13, 2016 in the amount of \$ 758,915.37 and May 20, 2016 in the amount of \$ _____ are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

6. PERSONS ADDRESSING COUNCIL:

7. OTHER ITEMS:

A. SHAPE UP CLINTON COUNTY ACTIVATING PUBLIC SPACES AND CREATING OPPORTUNITIES FOR HEALTHY LIVING

WHEREAS, the Foundation of CVPH Medical Center, Inc is acting as fiscal agent for a grant from the New York State Health Foundation.

WHEREAS, the City of Plattsburgh provides recreational services to citizens of the State of New York and visitors to the State of New York within its jurisdiction.

WHEREAS, the Foundation of CVPH Medical Center, Inc desires to provide grant funding to the City of Plattsburgh to provide the aforementioned recreational services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Foundation of CVPH Medical Center, Inc and the City of Plattsburgh (collectively, the “Parties”) hereby agree to “Exhibit A Agreement on use of Grant Funding”. The entire text of which has been distributed to and read by the members of the Common Council, is hereby enacted without the reading thereof and a copy of “Exhibit A” is made part of the minutes of this meeting

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

B. RESOLVED: In accordance with the request therefore the Common Council approves the Boy Scouts of America to hold day camp programs at US Oval on June 25 and at the Plattsburgh City Beach on July 16.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

C. RESOLVED: In accordance with the request therefore the Common Council approves Contract # 2014-21 “Instrumentation – Water Pollution Control Plant and Water Filtration Plant.” be extended to June 27, 2017 with Total Control System Services, Inc. \$60,000 has been budgeted for 2016.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

D. RESOLVED: In accordance with the request therefore the Common Council approves Contract # 2015-25 “Electrical Services for Water Pollution Control Plant.” be extended to June 27, 2017 with Triangle Electrical Systems, Inc. \$140,750 has been budgeted for 2016.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

E. RESOLVED: In accordance with the request therefore the Common Council approves Clinton Masonic Charities, Inc permission to hold a Street Drive on August 13, 2016.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

F. RESOLVED: In accordance with the request therefore the Common Council approves MLD to write-off unpaid final bills from February 1, 2015 to February 28, 2015 in the total amount of \$5,010.82. The percentage of write-offs for this period is .20%.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

G. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid No. 2016-6-1 “Sale of Salvaged & Scrap Materials.” Bid Opening Date: June 28, 2016 at 11:00 am.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

H. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid No. 2016-6-2 “Aerial Truck with Line Service Body.” Bid Opening Date: June 28, 2016 at 11:00am.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

I. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid No. 2016-6-3 “Distribution Substation Maintenance and Relay Calibration Halsey, Miller, Durand, Wall & North Margaret Substations.” Bid Opening Date: June 28, 2016 at 11:15 am.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

J. THE MAYOR HANDS DOWN THE REAPPOINTMENT OF COMMISSIONER OF THE PLATTSBURGH HOUSING AUTHORITY BOARD TO CLAYTON MORRIS EFFECTIVE MAY 20, 2016 TO APRIL 6, 2021.

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

K. RESOLVED: In accordance with the request therefore the Common Council approves City Engineer to advertise for bids for Contract # 2016-06 “Fort Brown Drive Resurfacing;” Contract # 2016-07 “Sandra Avenue Resurfacing;” Contract # 2016-09 “Miscellaneous Paving.”

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

L. RESOLVED: In accordance with the request therefore the Common Council approves City Engineer to advertise for bids for Contract # 2016-08 “Lorraine Street Reconstruction.”

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

M. RESOLVED: In accordance with the request therefore the Common Council approves Mayor to sign Engineering Consultant Agreement with Waterfront Solutions for Plattsburgh City Marina. The cost for this service is \$7,700 and funding is available through Capital Project H5110.48 “Plattsburgh City Marina.”

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

N. RESOLVED: In accordance with the request therefore the Common Council approves Mayor to sign Engineering Consultant Agreement with Stantec Consulting Services, Inc for Fort Brown & Sandra Avenue Improvements. The cost for this service is \$15,000 and funding is available through Capital Project H5110.50 “2015 Street Resurfacing” and H5110.57 “2016 Street Resurfacing.”

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

O. RESOLVED: In accordance with the request therefore the Common Council approves Mayor to sign Engineering Consultant Supplemental Agreement # 1 with Stantec Consulting Services, Inc for Saranac River Trail Phase 2, PIN 7805.88; D034636. The cost for this service is \$59,065.92 and funding is available through Capital Project H5110.58 “2016 Saranac River Trail – Phase II.”

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

P. RESOLVED: In accordance with the request therefore the Common Council approves CHA Extra Work Order No. 7 “Mead Dam Spillway.” The cost is \$24,500 and funding is available from Capital Project H8320.68.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

Q. RESOLVED: In accordance with the request therefore the Common Council approves WPCP Contract #2016-05 “Removal, Disposal and Replacement of Activated Carbon” be awarded to Carbon Activated Corporation for the total quoted cost of \$31,250.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

R. RESOLVED: In accordance with the request therefore the Common Council approves the City Chamberlain to revise capital project H5110.38 to finalize the project for closing, by removing the Old Base Marina Flood Damage segment of the project that in being carried as a new capital expenditure in the 2016 spending plan.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

S. RESOLVED: In accordance with the request therefore the Common Council approves the City Chamberlain to create capital project H5110.59 to provide for the cost to complete the Old Base Marina Flood Damage project to be funded by FEMA as listed in the 2016 capital expenditure plan.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

T. RESOLVED: In accordance with the request therefore the Common Council approves an Addendum to Marina Management Agreement to adjust staffing and sale of goods.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

8. TRAVEL REQUEST:

A. RESOLVED: In accordance with the request therefore the Common Council approves Assessor Kathy Livingston to attend “Analysis of Operating & Expense Statements” on June 10, 2016 in Herkimer, NY. The total cost will not exceed \$521.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

B. RESOLVED: In accordance with the request therefore the Common Council approves Assessor Kathy Livingston to attend “Real Property System Version 4: Nuts & Bolts” from July 11-14, 2016 in Ithaca, NY. The total cost will not exceed \$756.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____

Follow up Action:

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

10. NEW BUSINESS:

11. CLOSING PUBLIC COMMENTS:

Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Roll call Councilors Armstrong, Kelly, Dowdle, O'Connell, Kasper, Kretser

MEETING ADJOURNED: _____



Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7549
Fax: 518-561-8236
lawliss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: May 19, 2016

RE: Fire and Ambulance Responses

For this two week period: Thursday, May 5, 2016 through Wednesday, May 18, 2016
our Department has responded to the following:

Fire Calls	<u>41</u>
	1 cooking fire
	9 system activation
	17 EMS assist
	8 MVA
	1 chemical spill / leak
	1 defective elevator no occupants
	1 removal of victim from stalled elevator
	1 carbon monoxide detector activation
	1 outside rubbish/trash fire
	1 standby

Ambulance Calls **102**

Mutual Aid by CVPH **6**

05/17/2016 09:27
1427dnep

CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

P 1
picvirpt

REPORTING PERIOD: 05/03/16 TO 05/17/16

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	5
GRASS	2
PROPERTY MAINTENANCE	4
ZONING VIOLATION	5
DEPARTMENT TOTALS	16
REPORT TOTALS	16

** END OF REPORT - Generated by Denise Nephew **



VIOLATION	LOCATION	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	COMPLETED	CREATED
292	134 OAK ST	IN PERSON AREA	WILLIAM FERRIS 0	05/06/2016	05/09/2016
VIOLATION PROPERTY MAINTENANCE BOXES BLOCKING SIDEWALK					
SEVERITY	0		COMPLY BY	05/09/2016	
ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	DONE	VERBAL	05/06/16	05/06/16	05/06/16
NOTICE	DONE	VERBAL	05/08/16	05/06/16	05/06/16
FOLLOW UP	DONE		05/09/16	05/09/16	05/09/16
ORDER REMEDY	NEW	LETTER	06/08/16		
APPEARANCE TICKE	NEW				
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINANT KEN PRIMARD	05/09/16	05/09/16	05/09/16	.00	
COMPLAINANT KEN PRIMARD	05/06/16	05/06/16	05/06/16	.00	
COMPLAINANT/VIOLATION TOTALS				.00	
297	14 PALMER ST	PHONE CALL AREA	ROBERT G LAFONTAINE 0	05/10/2016	05/13/2016
VIOLATION GRASS 14 PALMER HAD SOMEONE MOW GRASS AND THEY BLEW GRASS TRIMMINGS ON HER SIDEWALK AND DRIVEWAY. BETWEEN SIDEWALK & CURB WAS LONG					
SEVERITY	0		COMPLY BY	05/13/2016	
ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	DONE	NOTICE	05/12/16	05/13/16	05/13/16
NOTICE	NEW		05/15/16		
FOLLOW UP	NEW				
ORDER REMEDY	NEW	LETTER			
APPEARANCE TICKE	NEW				
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINANT KEN PRIMARD	05/12/16	05/12/16	05/13/16	.00	
COMPLAINANT/VIOLATION TOTALS				.00	
301	19 LAFAYETTE ST	PHONE CALL AREA	ROBERT K CARPENTER 0	05/11/2016	05/13/2016
VIOLATION GARBAGE 19 LAFAYETTE GARBAGE AT SIDE OF STREET CURB					
SEVERITY	0		COMPLY BY	05/13/2016	
ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	DONE	NOTICE	05/09/16	05/09/16	05/13/16
NOTICE	DONE	LETTER	05/14/16	05/11/16	05/11/16
REINSPECT	DONE		05/13/16	05/13/16	05/13/16
ORDER PICK UP	NEW		05/14/16		
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINANT KEN PRIMARD	05/13/16	05/13/16	05/13/16	.00	
COMPLAINANT/VIOLATION TOTALS				.00	



DEPARTMENT: Building Inspector

REFERENCE LOCATION
CASE COMPLAINT/VIOLATION

AREA SOURCE RESPONSIBLE PARTY SEVERITY

CREATED COMPLIED

ORDER REMEDY APPEARANCE	TICKE	NOTICE OTHER	NEW NEW	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
INSPECTION COMPLAINT	CLAUDE BOUCHARD			05/11/16	05/11/16		.00
INSPECTION COMPLAINT	CLAUDE BOUCHARD						.00
COMPLAINT/VIOLATION TOTALS							

VIOLATION	SEVERITY	AREA	STATUS	ACTION TYPE	NOTICE	SCHEDULED	STARTED	COMPLETED
ZONING VIOLATION	0		NEW	INSPECTION	LETTER	05/11/16		
AT 25 COGAN AVE. BLUE TARP STILL ON ROOF. APPROX. 5-6 PEOPLE LIVING THERE. PLACE LOOKS DISGUSTING. CAN TARP BE TAKEN DOWN BEFORE GRADULATION.. NEIGHBORS TALKING ABOUT IT. HOUSE LOOKS BAD. BLOWING IN WIND.								

295 25 COGAN AVE BODKIN - ESTATE OF ELLSWORTH H 05/09/2016

VIOLATION	SEVERITY	AREA	STATUS	ACTION TYPE	NOTICE	SCHEDULED	STARTED	COMPLETED
GARBAGE	0		NEW	INSPECTION	LETTER	05/11/16		
AT 3 CHAMPLAIN STREET GARBAGE AT CURB SIDE.								

302 3 CHAMPLAIN ST POITRAS ROBERT J 05/11/2016

VIOLATION	SEVERITY	AREA	STATUS	ACTION TYPE	NOTICE	SCHEDULED	STARTED	COMPLETED
GARBAGE	0		NEW	INSPECTION	LETTER	05/11/16		
AT 3 CHAMPLAIN STREET GARBAGE AT CURB SIDE.								

304 34 TRAFALGAR DR STEVEN H DOLGIN 05/16/2016

VIOLATION	SEVERITY	AREA	STATUS	ACTION TYPE	NOTICE	SCHEDULED	STARTED	COMPLETED
GARBAGE	0		NEW	INSPECTION	LETTER	05/11/16		
AT 3 CHAMPLAIN STREET GARBAGE AT CURB SIDE.								



DEPARTMENT: Building Inspector

REFERENCE LOCATION CASE COMPLAINT/VIOLATION RESPONSIBLE PARTY SEVERITY CREATED COMPLIED

VIOLATION SEVERITY AREA COMPLI BY COMMENT

ZONING VIOLATION 0 HAS VIDEO. SOME NIGHT PEOPLE ARE NOW BEING DROPPED OFF AROUND THE CORNER 1 DAYS OPEN
AT 34 TRAFALGAR 12-14 PEOPLE STILL LIVING IN HOUSE. LOOKS LIKE TRYING TO HIDE AMOUNT OF PEOPLE LIVING THERE. FEELS AMOUNT OF PEOPLE IN THERE ARE WRONG. LETTER WAS A LIE.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
INITIAL INSPECT INSPECTION NEW 05/18/16
NOTICE NOTICE NEW
FOLLOW UP INSPECTION NEW
ORDER REMEDY NOTICE NEW LETTER
APPEARANCE TICKE OTHER NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
COMPLAINT KEN PRIMARD 05/18/16 05/18/16 .00
COMPLAINT KEN PRIMARD .00

COMPLAINT/VIOLATION TOTALS .00

299 4937 SO CATHERINE ST YVONNE A D'ANGELO 05/10/2016
VIOLATION SEVERITY PHONE CALL 0 COMPLI BY COMPLIED
GRASS 0
BEEN TOLD LAST YEAR ALSO. DUSTIN DUELL MOWING LAWN AT 2 LEBLANC. ALLEN PELLERIN OWNS. DUELL BLOWING ALL LEAVES AND MOWINGS 7 DAYS OPEN
ONTO DIANGELO PROPERTY - 4937 SO CATHERINE ST.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
INITIAL INSPECT INSPECTION NEW
NOTICE NOTICE NEW
FOLLOW UP INSPECTION NEW LETTER
ORDER REMEDY NOTICE NEW
APPEARANCE TICKE OTHER NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT
COMPLAINT KYLE BURDO 05/12/16 05/12/16 .00
COMPLAINT KYLE BURDO .00

COMPLAINT/VIOLATION TOTALS .00

293 5112 NO CATHERINE ST 11 PLATTSBURGH LLC 05/09/2016
VIOLATION SEVERITY EMAIL AREA COMPLI BY COMPLIED
PROPERTY MAINTENANCE 0
DETERIORATED LOAD/RISER WIRES.

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED
INITIAL INSPECT INSPECTION DONE 05/04/16 05/04/16 05/09/16
NOTICE NOTICE NEW LETTER
FOLLOW UP INSPECTION NEW
ORDER REMEDY NOTICE NEW LETTER
APPEARANCE TICKE OTHER NEW



DEPARTMENT: Building Inspector

REFERENCE LOCATION
CASE
COMPLAINT/VIOLATION

AREA SOURCE RESPONSIBLE PARTY SEVERITY

CREATED COMPLETED

INSPECTION COMPLAINT	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KEN PRIMARD	05/06/16	05/06/16	FAILED	.00
COMPLAINT	KEN PRIMARD		05/09/16		.00
COMPLAINT	KEN PRIMARD		05/16/16		.00
COMPLAINT/VIOLATION TOTALS					

296 5290 NO CATHERINE ST
VIOLATION SEVERITY 0 JANE A SAMPLE 05/09/2016
GARBAGE 0 COMPLY BY COMPLETED 8 DAYS OPEN
AT 5290 NO CATHERINE GARBAGE PAIL CONSTANTLY OUT AT CURB. ALWAYS AT CURB W/O A COVER. NEVER PUTS AWAY

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
INITIAL INSPECT DONE 05/10/16 05/16/16 05/16/16
NOTICE NEW 05/17/16
REINSPECT NEW
ORDER PICK UP NEW

INSPECTION COMPLAINT	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KEN PRIMARD	05/16/16	05/16/16		.00
COMPLAINT	KEN PRIMARD				.00
COMPLAINT/VIOLATION TOTALS					

288 55 OLLIVETTI PL
VIOLATION SEVERITY 0 JOSEPH T GITTENS 05/06/2016
ZONING VIOLATION 0 COMPLY BY COMPLETED 11 DAYS OPEN
AT 55 OLLIVETTI PL 2 TRAILERS - 1 IN DRIVEWAY AND 1 ON LAWN BEHIND HEDGES. BLUE TARPS OVER THEM. PEOPLE LIVING OUT OF 1 TRAILER. 3 VEHICLES IN DRIVEWAY. 1 PICKUP PARKED ON LAWN.

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED
INITIAL INSPECT NEW
NOTICE NEW
FOLLOW UP NEW
ORDER REMEDY NEW LETTER
APPEARANCE TICKET NEW

INSPECTION COMPLAINT	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	CLAUDE BOUCHARD	05/08/16	05/08/16		.00
COMPLAINT	CLAUDE BOUCHARD				.00
COMPLAINT/VIOLATION TOTALS					

291 66 CORNELIA ST
VIOLATION SEVERITY 0 JAMES LATINVILLE 05/06/2016
ZONING VIOLATION 0 COMPLY BY COMPLETED 0



DEPARTMENT: Building Inspector

REFERENCE LOCATION
CASE COMPLAINT/VIOLATION

RESPONSIBLE PARTY
SEVERITY

CREATED
COMPLIED

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	11 DAYS OPEN
PROPERTY MAINTENANCE MATTRESS AND BOX SPRING LEFT ON CITY RIGHT OF WAY	0	AREA	COMPLY BY	COMPLIED	11 DAYS OPEN
STEPS	ACTION TYPE	STATUS	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE	05/06/16	05/06/16	05/06/16
NOTICE	NOTICE	NEW	05/08/16		
FOLLOW UP	INSPECTION	NEW			
ORDER REMEDY	NOTICE	NEW			
APPEARANCE TICKE	OTHER	NEW			
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINT	05/08/16	05/08/16		.00	
COMPLAINT KEN PRIMARD	05/06/16	05/06/16		.00	
COMPLAINT				.00	
COMPLAINT/VIOLATION TOTALS				.00	
298 73 MARGARET ST		FRONTIER PROP MANAGEMENT INC			05/10/2016
VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	7 DAYS OPEN
ZONING VIOLATION MERCHANDISE ON CITY SIDEWALK.	0	AREA	COMPLY BY	COMPLIED	7 DAYS OPEN
STEPS	ACTION TYPE	STATUS	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE	05/09/16	05/09/16	05/09/16
NOTICE	NOTICE	DONE	05/10/16		05/10/16
FOLLOW UP	INSPECTION	NEW			
ORDER REMEDY	NOTICE	NEW			
APPEARANCE TICKE	OTHER	NEW			
INSPECTION INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINT	05/09/16	05/09/16	05/10/16	.00	
COMPLAINT KEN PRIMARD	05/17/16	05/17/16	FAILED	.00	
COMPLAINT				.00	
COMPLAINT/VIOLATION TOTALS				.00	
300 8 LAFAYETTE ST		XIAOMING ZENG			05/11/2016
VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	6 DAYS OPEN
GARBAGE 8 LAFAYETTE ST. GARBAGE AT SIDE OF ROAD	0	AREA	COMPLY BY	COMPLIED	6 DAYS OPEN
STEPS	ACTION TYPE	STATUS	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE	05/09/16	05/09/16	05/13/16
NOTICE	NOTICE	DONE	05/11/16	05/11/16	05/13/16
REINSPECT	INSPECTION	DONE	05/13/16	05/13/16	05/13/16
ORDER PICK UP	OTHER	NEW	05/14/16		

05/17/2016 09:27
1427nep

CITY OF PLATTSBURGH
COMPLAINTS/VIOLATIONS REPORT

P | picv1rpt 8

DEPARTMENT: Building Inspector

REFERENCE LOCATION
CASE COMPLAINT/VIOLATION

REPORTING PERIOD: 05/03/16 TO 05/17/16

RESPONSIBLE PARTY
SEVERITY CREATED
COMPLIED

INSPECTION COMPLAINT COMPLAINT	INSPECTOR KEN PRIMARD	COMMENT	REQUESTED 05/09/16 05/13/16	SCHEDULED 05/09/16 05/13/16	RESPONSIBLE PARTY SEVERITY	RESULTS FAILED	FEE AMOUNT .00 .00 .00
COMPLAINT/VIOLATION TOTALS							
DEPARTMENT TOTALS							
COMPLAINT/VIOLATION ACTIVITY 05/03/16-05/17/16:							
			16 COMPLAINTS/VIOLATIONS	6 COMPLETED			
REPORT TOTALS							
COMPLAINT/VIOLATION ACTIVITY 05/03/16-05/17/16:							
			16 COMPLAINTS/VIOLATIONS	6 COMPLETED			

** END OF REPORT - Generated by Denise Nephew **



Plattsburgh, New York

Building & Zoning Department
41 City Hall Place
Plattsburgh, New York 12901
Ph: 518-563-7707
Fax: 518-563-6426

May 17, 2016

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor & Common Council:

At the regular meeting of the Zoning Board of Appeals held on May 16, 2016, below please find the results of that meeting:

<u>APPEAL</u>	<u>APPLICANT</u>	<u>REQUEST</u>
2050	LAKE CITY PROPERTIES 4907 SOUTH CATHERINE STREET	CLASS B VARIANCE TO EXPAND CURRENT USE WHILE NOT PROVIDING ENOUGH PARKING EXTENSION OF APPROVAL FROM 11/16/15 GRANTED
2051	LAKE CITY PROPERTIES 4907 SOUTH CATHERINE STREET	SPECIAL USE PERMIT EXPAND CURRENT USE TO OPERATE NURSING/REST HOME EXTENSION OF APPROVAL FROM 11/16/15 GRANTED
2066	JULIE WOODLEY 7 IANELLI AVENUE	CLASS B VARIANCE REQUEST TO WIDEN DRIVEWAY INTO SIDE YARD SETBACK GRANTED
2067	R. L. VALLEE INC. EAST SIDE US AVENUE	CLASS A VARIANCE CONSTRUCTION OF A NEW CONVENIENCE STORE WITH GASOLINE SALES IN A RC-2 DISTRICT GRANTED
2068	R. L. VALLEE INC. EAST SIDE US AVENUE	CLASS B VARIANCE 1)2 PRINCIPLE STRUCTURES ON 1 LOT; 2)LOT 13 LACKS REQUIRED OPEN SPACE; 3)LOT 16 LACKS REQUIRED SIDE YARD SETBACK; 4)LOT 16 LACKS REQUIRED OPEN SPACE SEQR LEAD AGENCY STATUS GRANTED
2070	JOHN WATERHOUSE 58 LEONARD AVENUE	CLASS B VARIANCE NEW FRONT PORCH THAT PROTRUDES INTO FRONT YARD SETBACK GRANTED WITH STIPULATIONS

Ltr. To: Mayor & Council
From: J. McMahon, Building Inspector
Date: May 17, 2016
Ref: Zoning Meeting Results
Page 2

2072	DONNA MUNDY 10 HALSEY COURT	CLASS B VARIANCE ADD ADDITION TO FRONT DECK WITHIN THE FRONT YARD SETBACK AND REPLACE PORTABLE SHED. GRANTED FOR FRONT PORCH ONLY
2074	CHRISTOPHER CASE 53 LORRAINE STREET	CLASS B VARIANCE REPLACE PORCH THAT ENCROACHES ON FRONT YARD SETBACK GRANTED

Sincerely,



Joseph McMahon
Building Inspector

/dn

CC: City Clerk

Exhibit A
Agreement on use of Grant Funding

This AGREEMENT ON THE USE OF GRANT FUNDING (this "Agreement") is made and entered into, as of _____ ("Effective Date"), by and between The Foundation of CVPH Medical Center, Inc. having its principal office at 74 Beekman St., Plattsburgh, NY, 12901 ("Company"), and the City of Plattsburgh, an individual ("Municipality"), located at 41 City Hall Place, Plattsburgh, NY 12901.

WHEREAS, the Company is acting as fiscal agent for a grant from the New York State Health Foundation.

WHEREAS, the Municipality provides recreational services to citizens of the State of New York and visitors to the State of New York within its jurisdiction.

WHEREAS, the Company desires to provide grant funding to Municipality to provide the aforementioned recreational services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Company and Municipality (collectively, the "Parties") hereby agree as follows:

1. Grant of Funds. Municipality and Company have mutually agreed that Company shall provide grant funds and Municipality shall expend grant funds to retrofit surfaces from 4 Tennis courts and 1 Volley Ball court to permanent Pickle Ball courts ("Grant Purpose"). Municipality shall only expend grant funds for the Grant Purpose and shall be responsible to account to Company for the use of the funds as reasonably requested by Company from time to time. Municipality shall also participate in periodic meetings coordinated by the Foundation of CVPH staff overseeing grant implementation, and be available as needed to determine the needs of their residents and the programming and services provided and mutually agreed on by all involved parties.

2. Term. This engagement shall commence on the Effective Date and shall continue in full force and effect through the Termination Date, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual agreement of the parties.

a. Termination by Company. Company may terminate this Agreement immediately upon Municipality's material breach of any provision of this Agreement.

b. Termination by Municipality. Municipality may terminate this Agreement at any time, with termination effective thirty (30) days after Municipality's delivery to Company of written notice of termination. Municipality also may terminate this Agreement immediately for a material breach by Company if Company's material breach of any provision of this Agreement is not cured within five (5) days after the date of Municipality's written notice of breach.

3. Compensation. The Company and Municipality mutually agree on a sum of \$20, 711.00 for the entire project (the "Project Fee"). Reimbursement of the Project Fee will be conducted as follows: (i) if possible the Foundation of CVPH will pay all costs and expenses of the Grant Purpose directly and (ii) if it is not possible for the Foundation of CVPH to pay directly, then the municipality shall pay directly, and reimbursement will be made after an invoice is submitted by the Municipality to CVPH with all agreed upon costs clearly outlined and receipts provided. CVPH's obligation to pay directly or reimburse expenses shall be limited to the Project Fee.

4. Expenses. The Municipality shall be primarily liable for all expenses incurred while performing the Grant Purpose. This includes, without limitation, license fees, memberships and dues; automobile and other travel

expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Municipality's agents, if any, hired by Municipality to complete the work under this Agreement. The Foundation of CVPH shall be secondarily liable only up to the Project Fee.

5. Legal Compliance. The Municipality is responsible for compliance with all applicable laws, statutes, rules, regulations and ordinances that may apply to the performance of the Grant Purposes under this Agreement, and hereby represents and warrants that it is in compliance with the same as of the Effective Date and further represents that throughout the duration of providing any services, that the Municipality will remain in compliance. Municipality further represents and warrants that Municipality has obtained all necessary business permits and licenses that may be required to carry out the Grant Purposes, including any permits that might be required by the State or locality in which Municipality performs the Grant Purposes and agrees to maintain such required permits for the duration of the time performing the Grant Purposes.

6. Conflicts of Interest; Confidentiality. Municipality represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Municipality and any third party and that Municipality has provided to the Company all prior agreements regarding confidentiality, intellectual property assignment, covenants not to compete, and employee and customer non-solicitation obligations which are, or could be, in effect at the time the engagement commenced. Further, Municipality, in rendering its duties shall not utilize any confidential information or trade secrets in which it does not have a proprietary interest.

7. Identification of Subcontractors. It shall be a breach of this Agreement by Municipality to subcontract any part of this Agreement without the consent of Company. Municipality shall provide reasonably notice to Company of any proposed subcontract relationship. Failure of Company to consent within five (5) days shall be deemed consent.

8. Independent Contractor Relationship.

a. Independent Contractor Status. This Agreement shall not render Municipality or any of Municipality's agents an employee, partner, agent of, or joint venturer with Company for any purpose. Municipality is and will remain an independent contractor in its relationship to Company and Municipality's agents are not and will not become Company's employees. Company shall not be responsible for withholding taxes with respect to Municipality's compensation hereunder. The Company shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Municipality agrees to report all such payments to the appropriate federal, state and local taxing authorities, if required by law. Company shall not and shall have no obligation to: (a) (i) withhold FICA (Social Security and Medicare taxes) from Municipality's payments or make FICA payments on Municipality's or Municipality's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Municipality's or Municipality's agent's behalf, or (iii) withhold state or federal income tax from Municipality's payments (collectively referred to as "Taxes"); or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Municipality or Municipality's agents (collectively the "Insurances"). If Municipality hires employees to perform any work under this Agreement, Municipality shall cover them with workers' compensation insurance and provide Company with a certificate of workers' compensation insurance before the employees begin the work. Neither Municipality nor Municipality's agents are eligible to participate in any employee health, vacation pay, sick pay or other fringe benefit plan of Company (collectively "Benefits"). If any government agency or court determines that Municipality should be reclassified as an employee, Municipality hereby waives any right to Company Benefits and acknowledges and understands that such reclassification shall not entitle Municipality to any Benefits offered to Company's employees. Municipality and Company agree that: (a) Municipality has the right to perform Grant Purposes for others during the term of this Agreement; (b) Municipality has the sole right to control and direct the means, manner and method by which the Grant Purposes required by this Agreement will be performed; (c) Municipality has the right to perform the

Grant Purposes required by this Agreement at any location or time; (d) Municipality has the right to hire assistants as subcontractors, or to use employees to provide the Grant Purposes required by this Agreement.

b. Method of Performing Grant Purposes; Results. In accordance with the Grant Purpose, Municipality will determine the method, details and means of performing the Grant Purposes required by this Agreement. Company shall have no right to, and shall not, control the manner or determine the method of performing Municipality's Grant Purposes. Municipality shall provide the Grant Purpose for which Municipality is engaged to the reasonable satisfaction of Company.

c. Instrumentalities. Municipality agrees to provide all tools and instrumentalities, if any, required to perform the Grant Purposes under this Agreement.

d. Limitations on Authority. Municipality shall have no right, power or authority to bind Company, its subsidiaries or affiliates to the fulfillment of any condition, contract or obligation or to create any liability binding on Company, its subsidiaries or affiliates.

e. Requisite skills. Municipality specifically acknowledges and agrees that it has the requisite knowledge, expertise, experience and training to perform the Grant Purposes, and that the Company will not provide Municipality with any training concerning the manner or methods of performance of the Grant Purposes, nor will it provide Municipality with any tools or equipment to complete the Grant Purposes.

9. Limitation of Liability.

MAXIMUM AGGREGATE LIABILITY. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS PAID TO MUNICIPALITY FOR GRANT PURPOSES PURSUANT TO THIS AGREEMENT.

WAIVER OF DAMAGES. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW COMPANY WILL NOT BE LIABLE TO MUNICIPALITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, BUSINESS, OR PROFITS.

12. Successors and Assigns; No Third Party Beneficiary Rights. All of the provisions of this Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. No provision of this Agreement shall in any way inure to the benefit of any third party (including the public at large) so as to constitute any such person a third party beneficiary of this Agreement or any provision hereof, or otherwise give rise to any cause of action in any person not a party hereto.

13. Choice of Law. The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of New York without regard to conflicts of laws principles.

15. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

16. Assignment. Municipality shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of Company.

17. Notices. All notices, demands, consents, approvals or other communications ("Notices") required or permitted in connection with this Agreement shall be in writing and shall be personally served, mailed by

registered or certified air mail, postage prepaid, or by overnight courier service, service fee prepaid to the address of each party above, or to such other addresses as may be designated by each Party in writing from time to time in accordance with this Section 17, with a hard copy to follow via air mail or overnight courier service in accordance with this Section 17. If such Notice is served personally, notice shall be deemed constructively made at the time of such personal service. If such Notice is given by mail, such Notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such Notice is to be given.

18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

19. Entire Understanding. This Agreement and any Addendum attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

20. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

21. Executed Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that facsimile signatures shall be as effective as if originals.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

The Foundation of CVPH Medical Center, Inc.

By: _____

Title: Kerry Haley, Executive Director

Date: _____

City of Plattsburgh

By: _____

Title: James E. Calnon, Mayor

Date: _____

Carlin, Beth

From: Peters, Steve
Sent: Monday, May 09, 2016 1:42 PM
To: Carlin, Beth; Calnon, Jim
Subject: Agenda Item
Attachments: BSA city beach request.pdf; ATT00001.htm; BSA oval use request.pdf; ATT00002.htm

Beth-
With the Mayor's approval:
Request from the Boy Scouts of America to hold day camp programs at US Oval on June 25 and at the Plattsburgh City Beach on July 16.



Steve Peters

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901
www.plattsburghrecreation.com | www.cityofplattsburgh.com
p: 518.324.7709 f: 518.324.7576

From: Geddes, Sandra

Sent: Friday, April 15, 2016 11:08 AM
To: Peters, Steve
Cc: Ryan.Lee@scouting.org
Subject: FW: BSA facility request forms

Hi Steve – Attached are applications from the Boy Scouts for two events, one at the oval and one at the beach. :) Thanks Ryan – You will just have to take to your insurance company. Provide that information to your insurance company and they will let you know how it should be completed ☺

From: Ryan Lee [<mailto:Ryan.Lee@scouting.org>]
Sent: Friday, April 15, 2016 10:28 AM
To: Geddes, Sandra
Subject: BSA facility request forms

Good morning Sandra,

Attached are the two facility use request forms that you require. I didn't see anything about whether a \$1M or \$2M certificate of insurance is needed. Could you provide me with more instruction for what the city requires in terms of insurance paperwork? The different amounts require slightly different processes on my end.

Here's a quick snapshot of what we're trying to do:

- Provide day camp programs under the theme of "Video Games Come to Life!"
- Open the events up to scouting and non-scouting families to increase community participation
 - US Oval — June 25th
 - City Beach — July 16th or 23rd
 - *3rd location for August TBD*
- Games and activities will be hands-on and interactive



Date of Application	4-15-16
Permit Number	

EVENT APPLICATION

Please return completed application form with permit fee and paperwork to:

Community Development Office
41 City Hall Place
Plattsburgh, NY 12901
Phone (518) 536-7458 OR (518)536-7509
events@cityofplattsburgh-ny.gov

All applications must be submitted 45 days in advance for events.
Street Solicitation Requests will not be accepted until February 1.

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

EVENT INFORMATION

Applicant's Name: Ryan C. Lee Contact # (day of) (518) 727-8582

Location of Event Site – A fee may be assessed based on content of the application.
Please mark all that apply:

- Beach booking
 - Band shell booking
 - Trinity Park
 - City Marina
 - Crete Civic Center
 - City Gym
 - US Oval
 - Street Solicitation - No rain date for street solicitation; map of permitted intersections and guidelines are available from the City Clerk's Office.
 - City Hall Building
 - Other Please list:
-
-

Type of Event:

- Festival
- Tournament
- Parade
- Run/Walk-a-thon
- Bicycle Race/Ride
- Music Event
- Sidewalk Sale
- Marina booking
- Family Picnic/
- Demonstration
- Other 1-Day Camp

Actual Event Date(s): 7/16 or 7/23 Time of Event: 10am to 3pm

Set-Up Date: 7/16 or 7/23 Start Time 8am

Tear Down Date: 7/16 or 7/23 End Time 5pm

Rain date: 7/16 or 7/23 Annual Event YES NO

(No rain date is permitted for Street Solicitations)

Estimated Attendance: 75 - 100 Admission Fees: \$ 5 - 10

* potentially, pending this year's success

Event Details (Please describe the purpose of your event)

Themed Day Camp: "Video Games Come To Life!"

- Single day event for scouts AND open to public
- Hands-on games and activities for whole family
- Share opportunity of Scouting in our area

ORGANIZER/ APPLICANT INFORMATION

Name of Organization Twin Rivers Council, BSA

Primary Contact Person: Ryan C. Lee

Mailing Address: PO Box 2656

Town/City: Plattsburgh State: NY

Postal Code: 12901 email: ryan.lee@scouting.org

Daytime Phone Number: (518) 727-8582 Cell: SAME

Alternate Contact Person: Edward Kirby Phone: (518) 645-3582

Is your group a non-profit/charitable organization? YES NO

If yes, does it have a charitable Donation # 12-1340028

Social Media Contact Information

Twitter @ADKboy scouts Facebook facebook.com/adkboy scouts

You tube _____ Website trcscouting.org/adirondack

SITE PLAN

Site Plan Attached YES NO * Would like to work collaboratively w/ city to identify site plan

A Detailed Site Plan must be included with your package. The following, should they be relevant, must be included on your Site Plan.

- Location of all Tents, temporary or permanent structures
- Location of barricades and road closures (road, parking, bicycle parking, parking lots)
- Emergency exits
- fire extinguishers, propane storage
- fencing, staging, bleachers, stages, inflatables, petting zoos, etc.
- food/refreshment tent vendors, restrooms, refreshment tents

OTHER EVENT DETAILS

Power Required? YES NO Specifics: _____

Water Required? YES NO TBD

Trailer Stage Required? YES NO (Event Organizer responsible for pick up/return of stage)

Portable Stage Required? YES NO
If YES, what dimensions?

Fireworks YES NO Sound Amplification YES NO * PA system could help coordinate event.

Sanitation Facilities YES NO Port-a-potties to be arranged by organizer. Please mark on site map.

Food Vendors/BBQ YES NO ~~FB~~

Animals (Petting zoo) YES NO Company Contact information: _____

Amusement Rides YES NO Contact Information: _____

ALCOHOL

Alcohol at event YES ___ NO Attach all requirements of the Municipal Alcohol Policy. Applicant is responsible for obtaining applicable Liquor License. The NYS Liquor Authority rules and regulations are available at www.sla.ny.gov/.
I/we have read, understand and will comply with the City of Plattsburgh
Municipal Alcohol Policy _____ SIGNATURE

ROAD CLOSURES/ PUBLIC WORKS

Does your event require a road closure? YES ___ NO
Road: _____
_____ Date: _____ Time: _____
Road: _____ Date: _____ Time: _____
Road: _____ Date: _____ Time: _____
Other: _____

NOTE: Please provide and mark all road closure information in your site plans.
Barricades/Cones needed (if not a road closure) YES ___ NO ___ Location: _____
_____ Additional Accessible parking signed dropped YES ___ NO ___ Location: _____

PARKING

Satellite Parking Location: _____
Bicycle Parking YES ___ NO Location: _____
Additional Handicap Parking YES ___ NO Location: _____

PARADE/ WALK INFORMATION

Parade/Walk Assembly Area _____ Time _____
Parade/Walk Dismissal Area _____ Time _____
Route Map Attached YES ___ NO ___ N/A
Describe the Proposed Event Route of parade _____

EMERGENCY MANAGEMENT

All Sections MUST be completed before an event will be approved and an event permit issued.

Designated Emergency personal/Liaison (Event day): Ryan Lee

Cell Number: (518) 727-8582 Other (PIN) _____

Alternate Contact person : Ed Kirby Cell: (518) 572-5750

Where will liaison meet Emergency Services in the event of an emergency?

At event location, unless otherwise instructed by EMS

SECURITY

Who is responsible for your event security? What are their responsibilities? Please identify their location on the site plan.

Designated security firm not necessary

Name of Security Firm: _____ Contact #: _____

FIRST AID

Who is responsible for first aid at your event? Please identify their location on the site plan.

TRAINING

What training will you provide to your volunteers/staff/participants regarding emergencies?

- BSA Youth Protection Training
- Event Program Orientation

EVACUATION

How will you evacuate the area in the case of an emergency/disaster? Location of exits?
Evacuation Area

TENTS/VENDORS

TENT REQUIREMENTS

Will you have tents at your event? YES NO * possibly

Please list the sizes: ≈ 10' x 10' BSA tent

REFRESHMENT VEHICLES REQUIREMENTS

Use of refreshment vehicles must adhere to the below requirements. Please confirm how you are going to demonstrate compliance to these conditions.

List of Food Vendors Attached YES NO

CHECKLIST

Please submit the following documents with your Event Application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- Detailed Site Plan (Ted did not request)
- Detailed Route Map (parade or walk) (N/A)
- Map of Road Closures (N/A)
- NYS Liquor License/Special Occasion Permit (N/A)
- List of Refreshment Vehicle owners/ Mobile Food Providers (if applicable) (N/A @ this time)
- Municipal Alcohol Policy Paperwork (N/A)
- Insurance Certificate (City of Plattsburgh listed as additional insured) (To be gathered)
- Application Signed Ryan C. Lee

I/We the Event organizer Twin Rivers Council, BSA, on behalf of Twin Rivers Council, BSA, the party requesting the use of the City of Plattsburgh facility/park noted in the above application do hereby hold and save harmless and agree to indemnify the City of Plattsburgh and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all actions, debts, suits, demands, costs, damages and expenses whatsoever arising either directly or indirectly as a result of the rental/use of the facility/park.

I/We have read and understand the Municipal Event Procedures and I/We will abide by all guidelines therein.

Applicant's Signature: 

Date 4-15-2016

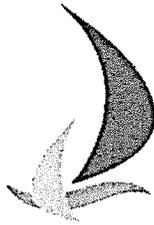
FOR INTERNAL USE ONLY

Permission is GRANTED to the applicant and/or sponsoring organization to use the streets/facilities and or parks as listed in the application for the special event described.

Permit Issue Date: _____

Authorized Signature _____

Insurance Certificate	YES	NO
Permit Fee	YES	NO
Report to Council		
Permit ISSUED		



Date of Application	4-13-2016
Permit Number	

EVENT APPLICATION

Please return completed application form with permit fee and paperwork to:

Community Development Office
41 City Hall Place
Plattsburgh, NY 12901
Phone (518) 536-7458 OR (518)536-7509
events@cityofplattsburgh-ny.gov

All applications must be submitted 45 days in advance for events.
Street Solicitation Requests will not be accepted until February 1.

B.

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

EVENT INFORMATION

Applicant's Name: Ryan C. Lee Contact # (day of) (518) 727-8582
DBA: Twin Rivers Council

Location of Event Site - A fee may be assessed based on content of the application.

Please mark all that apply:

- Beach booking
 - Band shell booking
 - Trinity Park
 - City Marina
 - Crete Civic Center
 - City Gym
 - US Oval
 - Street Solicitation - No rain date for street solicitation; map of permitted intersections and guidelines are available from the City Clerk's Office.
 - City Hall Building
 - Other Please list:
-
-

Type of Event:

- Festival
- Tournament
- Parade
- Run/Walk-a-thon
- Bicycle Race/Ride
- Music Event
- Sidewalk Sale
- Marina booking
- Family Picnic/
- Demonstration
- Other Day Camp (1-Day)

Actual Event Date(s): June 25th Time of Event: 10am to 3pm

Set-Up Date: June 25th Start Time 7am

Tear Down Date: June 25th End Time 4pm

Rain date: June 26th Annual Event YES NO

(No rain date is permitted for Street Solicitations)

Estimated Attendance: 50 - 100 Admission Fees: \$5 - \$12 *(only to cover costs)*

* TBD depending on this year's success

Event Details (Please describe the purpose of your event)

Theme: "Video Games Come To Life!"

- Single day event for scouts & open to public
- Hands-on games and activities for whole family
- Share opportunity of Scouting in our area.

ORGANIZER/ APPLICANT INFORMATION

Name of Organization Twin Rivers Council, BSA

Primary Contact Person: Ryan C. Lee

Mailing Address: PO Box 2656

Town/City: Plattsburgh State : NY

Postal Code: 12901 email: Ryan.lee@scouting.org

Daytime Phone Number: (518) 727-8582 Cell: SAME

Alternate Contact Person: Ed Kirby Phone: (518) 645-3582

Is your group a non-profit/charitable organization? YES NO

If yes, does it have a charitable Donation # 12-1340028

Social Media Contact Information

Twitter @ADKboyscouts Facebook Facebook.com/adkboyscouts

You tube _____ Website trcscouting.org/adirondack

SITE PLAN

Site Plan Attached YES NO

A Detailed Site Plan must be included with your package. The following, should they be relevant, must be included on your Site Plan.

- Location of all Tents, temporary or permanent structures
- Location of barricades and road closures (road, parking, bicycle parking, parking lots)
- Emergency exits
- fire extinguishers, propane storage
- fencing, staging, bleachers, stages, inflatables, petting zoos, etc.
- food/refreshment tent vendors, restrooms, refreshment tents

OTHER EVENT DETAILS

Power Required? YES NO Specifics: Not for anything major. Just to have at registration.

Water Required? YES NO TBD, Not positive at this time

Trailer Stage Required? YES NO (Event Organizer responsible for pick up/return of stage)

Portable Stage Required? YES NO
If YES, what dimensions?

Fireworks YES NO Sound Amplification YES NO

Sanitation Facilities YES NO *Port-a-potties to be arranged by organizer. Please mark on site map.*

Food Vendors/BBQ YES NO TBD

Animals (Petting zoo) YES NO Company Contact information: _____

Amusement Rides YES NO Contact Information: _____

* Can guests use indoor facilities?

ALCOHOL

Alcohol at event YES ___ NO Attach all requirements of the Municipal Alcohol Policy. Applicant is responsible for obtaining applicable Liquor License. The NYS Liquor Authority rules and regulations are available at www.sla.ny.gov/.

I/we have read, understand and will comply with the City of Plattsburgh

Municipal Alcohol Policy _____ SIGNATURE

ROAD CLOSURES/ PUBLIC WORKS

Does your event require a road closure? YES ___ NO

Road: _____

_____ Date: _____ Time _____

Road: _____ Date: _____ Time: _____

Road: _____ Date: _____ Time: _____

Other: _____

NOTE: Please provide and mark all road closure information in your site plans.

Barricades/Cones needed (if not a road closure) YES ___ NO ___ Location: _____

Additional Accessible parking signed dropped YES ___ NO ___ Location: _____

PARKING

Satellite Parking Location: _____

Bicycle Parking YES ___ NO Location: _____

Additional Handicap Parking YES ___ NO Location: _____

PARADE/ WALK INFORMATION

Parade/Walk Assembly Area _____ Time _____

Parade/Walk Dismissal Area _____ Time _____

Route Map Attached YES ___ NO ___ N/A

Describe the Proposed Event Route of parade _____

EMERGENCY MANAGEMENT

All Sections **MUST** be completed before an event will be approved and an event permit issued.

Designated Emergency personal/Liaison (Event day): Ryan Lee

Cell Number: (518) 727-8582 Other (PIN) _____

Alternate Contact person : Ed Kirby Cell: (518) 572-5750

Where will liaison meet Emergency Services in the event of an emergency?

At event location, unless otherwise instructed by EMS

SECURITY

Who is responsible for your event security? What are their responsibilities? Please identify their location on the site plan.

Designated security firm not necessary

Name of Security Firm: _____ Contact #: _____

FIRST AID

Who is responsible for first aid at your event? Please identify their location on the site plan.

TRAINING

What training will you provide to your volunteers/staff/participants regarding emergencies?

- BSA Youth Protection Training
- Event Program Orientation

EVACUATION

How will you evacuate the area in the case of an emergency/disaster? Location of exits?
Evacuation Area

TENTS/VENDORS

TENT REQUIREMENTS

Will you have tents at your event? YES NO * possibly

Please list the sizes: ≈ 10' x 10' BSA tent

REFRESHMENT VEHICLES REQUIREMENTS

Use of refreshment vehicles must adhere to the below requirements. Please confirm how you are going to demonstrate compliance to these conditions.

List of Food Vendors Attached YES NO

CHECKLIST

Please submit the following documents with your Event Application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

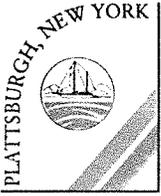
- Detailed Site Plan (Ted did not request)
- Detailed Route Map (parade or walk) (N/A)
- Map of Road Closures (N/A)
- NYS Liquor License/Special Occasion Permit (N/A)
- List of Refreshment Vehicle owners/ Mobile Food Providers (if applicable) (N/A @ this time)
- Municipal Alcohol Policy Paperwork (N/A)
- Insurance Certificate (City of Plattsburgh listed as additional insured) (To be gathered)
- Application Signed Ryan C. Lee

I/We the Event organizer Twin Rivers Council, BSA, on behalf of Twin Rivers Council, BSA, the party requesting the use of the City of Plattsburgh facility/park noted in the above application do hereby hold and save harmless and agree to indemnify the City of Plattsburgh and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all actions, debts, suits, demands, costs, damages and expenses whatsoever arising either directly or indirectly as a result of the rental/use of the facility/park.

I/We have read and understand the Municipal Event Procedures and I/We will abide by all guidelines therein.

Applicant's Signature:  Date 4-15-2016

<p>FOR INTERNAL USE ONLY</p> <p>Permission is GRANTED to the applicant and/or sponsoring organization to use the streets/facilities and or parks as listed in the application for the special event described.</p> <p>Permit Issue Date: _____</p> <p>Authorized Signature _____</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none;">Insurance Certificate</td> <td style="border: none;">YES</td> <td style="border: none;">NO</td> </tr> <tr> <td style="border: none;">Permit Fee</td> <td style="border: none;">YES</td> <td style="border: none;">NO</td> </tr> <tr> <td style="border: none;">Report to Council</td> <td colspan="2" style="border: none;"></td> </tr> <tr> <td style="border: none;">Permit ISSUED</td> <td colspan="2" style="border: none;"></td> </tr> </table>	Insurance Certificate	YES	NO	Permit Fee	YES	NO	Report to Council			Permit ISSUED		
Insurance Certificate	YES	NO											
Permit Fee	YES	NO											
Report to Council													
Permit ISSUED													



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

May 3, 2016

Honorable Mayor *James Calnon*
and Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**RE: TOTAL CONTROL SYSTEM SERVICES INC.
CONTRACT #2014-21
INSTRUMENTATION -WATER POLLUTION CONTROL PLANT, WATER
FILTRATION PLANT**

Dear Mayor and Councilors:

The above referenced contract expires on June 27, 2016. The contract includes an option for extending the period of service for one more additional year and then it will go back out to bid. Total Control System Services has requested that the option be exercised. It is respectfully requested that authorization be given to extend the period of service to June 27, 2017. A new bid specification will be put out to bid in 2017 for the period starting on 6/28/17.

For 2016, \$60,000.00 was budgeted for the WPCP. Attached is a copy of the letter requesting the present contract to be extended for the final one-year period. It is also requested that the Mayor be authorized to execute the necessary contract agreement for this work to commence.

Thank you.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Files (2)

D.P.
4/27/2016

total control system services, inc.

Instrumentation Sales & Service since 1985 Toll free 1-800-541-2522

8163 Boston State Rd
Hamburg, NY 14075

Phone: 716-941-9510
Fax: 716-941-9511

www.totalcontrolnys.com
email: tcss6441@aol.com

Wednesday, April 27, 2016

Dave Powell
Plattsburgh WPCP
53 Green St.
Plattsburgh, NY 12901

Re: Contract # 2014-21
Instrumentation – Preventive Maintenance Services for the WPCP

Dear Dave:

Total Control System Services, Inc. would like to extend Contract # 2014-21 for one additional year. We agree that all terms of the present contract will remain the same. When complete, please forward the new maintenance contract for my signature.

We look forward to working with you again in the coming year.

Sincerely,

Frederick J. Pawlak
President

FJP/caj

YEAR	CONTRACT #	CONTRACTOR	CONTRACT COST	EXTRA COST	TOTAL COST	NOTES	BUDGETED AMOUNT
2008	2006-11 & 2008-9	TOTAL CONTROLS	\$ 14,366	\$ 7,944	\$ 22,310	NEW CONTRACT 6/28/08	\$ 24,000.00
2009	2008-9	TOTAL CONTROLS	\$ 14,944	\$ 19,520	\$ 34,464	BID EXTENDED	\$ 24,000.00
2010	2008-9	TOTAL CONTROLS	\$ 14,944	\$ 15,453	\$ 30,397	BID EXTENDED 4/29/10	\$ 26,000.00
2011	2008-9 & 2011-12	TOTAL CONTROLS	\$ 22,202	\$ 52,140	\$ 74,342	NEW CONTRACT 6/28/11	\$ 28,000.00
2012	2011-12	TOTAL CONTROLS	\$ 29,460	\$ 27,332	\$ 56,792	BID EXTENDED 5/24/12	\$ 45,000.00
2013	2011-12	TOTAL CONTROLS	\$ 29,460	\$ 25,632	\$ 55,092	BID EXTENDED 4/11/13	\$ 50,000.00
2014	2011-12 & 2014-21	TOTAL CONTROLS	\$ 30,646	\$ 27,362	\$ 58,008	NEW CONTRACT 6/28/14	\$ 62,000.00
2015	2014-21	TOTAL CONTROLS	\$ 31,832	\$ 23,893	\$ 55,725	BID EXTENDED 3/19/15	\$ 62,000.00
2016	2014-21	TOTAL CONTROLS					\$ 60,000.00
2017							
2018							
2019							
2020							



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

May 3, 2016

Honorable Mayor James Calnon
and Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**RE: TRIANGLE ELECTRICAL SYSTEMS, INC.
CONTRACT #2015-2
ELECTRICAL SERVICES FOR WATER POLLUTION CONTROL PLANT/CITY**

Dear Mayor and Councilors:

The above referenced contract expires on June 27, 2016. The contract includes an option for extending the period of service for an additional year. Triangle Electrical Systems Inc. has requested that the option be exercised. It is respectfully requested that authorization be given to extend the period of service to June 27, 2017.

For 2015, \$140,232 was spent, and for 2016, \$140,750 has been budgeted. Attached is a copy of the letter from Triangle Electrical Systems Inc., requesting the present contract be extended for an additional one year period. It is also requested that the Mayor be authorized to execute the necessary contract agreement for this work to commence.

Thank you.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Files (2)

TRIANGLE

ELECTRICAL SYSTEMS, INC.

WWW.TRIANGLESYSTEMS.COM
126 IDAHO AVENUE
PLATTSBURGH, NY 12903
PHONE (518) 562-5425

May 3, 2016

Mr. Dave Powell
Waste Water Treatment Plant
53 Green Street
Plattsburgh, NY 12901

Re: Renewal of Contract #2015-2
Electrical Services for WPCP

Dear Dave:

I am writing today to notify you of Triangle Electrical Systems, Inc. intent to extend the above referenced contract for another year. The current contract expires on June 27th 2016.

We would like to renew the contract at the below rates:

Straight Time (WPCP)	=	\$ 81.00/hour
Overtime	=	\$110.00/hour
Sunday's & Holidays	=	\$139.00/hour
Straight Time (other City Depts)	=	\$ 84.50/hour

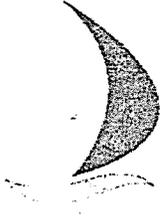
The above rates if acceptable will be effective on July 1, 2016.

Thank you for the opportunity to assist you over the past year and we look forward to continuing our relationship. If you have any questions please give me a call.

Sincerely,



Linda Brienza



Date of Application 04/22/2016
Permit Number

EVENT APPLICATION

Please return completed application form with permit fee and paperwork to:

Community Development Office
 41 City Hall Place
 Plattsburgh, NY 12901
 Phone (518) 536-7458 OR (518)536-7509
 events@cityofplattsburgh-ny.gov

All applications must be submitted 45 days in advance for events.
 Street Solicitation Requests will not be accepted until February 1.

B.

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

EVENT INFORMATION

Applicant's Name: Clinton Masonic Charities, Inc. Contact # (day of) August 13, 2016

Location of Event Site – *A fee may be assessed based on content of the application.*

Please mark all that apply:

- Beach booking
- Band shell booking
- Trinity Park
- City Marina
- Crete Civic Center
- City Gym
- US Oval
- Street Solicitation -No rain date for street solicitation; map of permitted intersections and guidelines are available from the City Clerk's Office.
- City Hall Building
- Other Please list:

Type of Event:

- Festival
- Tournament
- Parade
- Run/Walk-a-thon
- Bicycle Race/Ride
- Music Event
- Sidewalk Sale
- Marina booking
- Family Picnic/
- Demonstration
- Other _____

Actual Event Date(s): August 13, 2016 Time of Event: 9:00

Set- Up Date: August 13, 2016 Start Time 9:00

Tear Down Date: August 13, 2016 End Time 3:00

Rain date: n/a Annual Event YES _____ NO ✓

(No rain date is permitted for Street Solicitations)

Estimated Attendance: n/a Admission Fees: _____

Event Details (Please describe the purpose of your event)

Street drive to raise money for Clinton Masonic Charities. The Charities give to charitable organizations and
scholarships as well as emergency assistance to families in need.

ORGANIZER/ APPLICANT INFORMATION

Name of Organization Clinton Masonic Charities

Primary Contact Person: James Cobb or Craig Worley

Mailing Address: 14 Holland St

Town/City: Plattsburgh State : NY

Postal Code: 12901 email: clark@cfainsurance.com

Daytime Phone Number: 518-593-5806 Cell: same

Alternate Contact Person: Clark Forster Phone: 518-570-5662

Is your group a non-profit/charitable organization? YES NO

If yes, does it have a charitable Donation # Yes 22-2378765

Social Media Contact Information

Twitter _____ Facebook Clinton Masonic Charities, Inc

You tube _____ Website NYMasons.org

SITE PLAN

Site Plan Attached YES NO

A Detailed Site Plan must be included with your package. The following, should they be relevant, must be included on your Site Plan.

- Location of all Tents, temporary or permanent structures
- Location of barricades and road closures (road, parking, bicycle parking, parking lots)
- Emergency exits
- fire extinguishers, propane storage
- fencing, staging, bleachers, stages, inflatables, petting zoos, etc.
- food/refreshment tent vendors, restrooms, refreshment tents

OTHER EVENT DETAILS

Power Required? YES NO Specifics: _____

Water Required? YES NO

Trailer Stage Required? YES NO (*Event Organizer responsible for pick up/return of stage*)

Portable Stage Required? YES NO
If YES, what dimensions?

Fireworks YES NO Sound Amplification YES NO

Sanitation Facilities YES NO *Port-a-potties to be arranged by organizer. Please mark on site map.*

Food Vendors/BBQ YES NO

Animals (Petting zoo) YES NO Company Contact information: _____

Amusement Rides YES NO Contact Information: _____

ALCOHOL

Alcohol at event YES__ NO Attach all requirements of the Municipal Alcohol Policy. Applicant is responsible for obtaining applicable Liquor License. The NYS Liquor Authority rules and regulations are available at www.sla.ny.gov/.

I/we have read, understand and will comply with the City of Plattsburgh

Municipal Alcohol Policy James Cobb SIGNATURE

ROAD CLOSURES/ PUBLIC WORKS

Does your event require a road closure? YES ___ NO

Road: _____

_____ Date: _____ Time: _____

Road: _____ Date: _____ Time: _____

Road: _____ Date: _____ Time: _____

Other: _____

NOTE: Please provide and mark all road closure information in your site plans.

Barricades/Cones needed (if not a road closure) YES ___ NO Location: _____

Additional Accessible parking signed dropped YES ___ NO Location: _____

PARKING

Satellite Parking Location: N/A

Bicycle Parking YES ___ NO ___ Location: _____

Additional Handicap Parking YES ___ NO ___ Location: _____

PARADE/ WALK INFORMATION

Parade/Walk Assembly Area W/A Time _____

Parade/Walk Dismissal Area _____ Time _____

Route Map Attached YES ___ NO ___

Describe the Proposed Event Route of parade _____

EMERGENCY MANAGEMENT

All Sections **MUST** be completed before an event will be approved and an event permit issued.

Designated Emergency personal/Liaison (Event day): Clark Forster

Cell Number: 518-570-5662 Other (PIN) _____

Alternate Contact person : Craig Worley Cell: 518-593-5806

Where will liaison meet Emergency Services in the event of an emergency?

To be determined by recommendation of Emergency Services.

SECURITY

Who is responsible for your event security? What are their responsibilities? Please identify their location on the site plan.

Clark Forster and Craig Worley. Clark will be working the Beekman Street location at the intersection of

Beekman and Cornelia, and Craig will be working the intersection of U.S. Ave and Elizabeth Street.

Name of Security Firm: W/A Contact #: _____

FIRST AID

Who is responsible for first aid at your event? Please identify their location on the site plan.

James Cobb, EMT

TRAINING

What training will you provide to your volunteers/staff/participants regarding emergencies?

N/A

EVACUATION

How will you evacuate the area in the case of an emergency/disaster? Location of exits?

Evacuation Area

N/A

TENTS/VENDORS

TENT REQUIREMENTS

Will you have tents at your event? YES ___ NO

Please list the sizes: _____

REFRESHMENT VEHICLES REQUIREMENTS

Use of refreshment vehicles must adhere to the below requirements. Please confirm how you are going to demonstrate compliance to these conditions.

List of Food Vendors Attached YES ___ NO

CHECKLIST

Please submit the following documents with your Event Application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- Detailed Site Plan
- Detailed Route Map (parade or walk)
- Map of Road Closures
- NYS Liquor License/Special Occasion Permit
- List of Refreshment Vehicle owners/ Mobile Food Providers (if applicable)
- Municipal Alcohol Policy Paperwork
- Insurance Certificate (City of Plattsburgh listed as additional insured)
- Application Signed

I/We the Event organizer James Cobb, on behalf of Clinton Masonic Charities, Inc, the party requesting the use of the City of Plattsburgh facility/park noted in the above application do hereby hold and save harmless and agree to indemnify the City of Plattsburgh and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all actions, debts, suits, demands, costs, damages and expenses whatsoever arising either directly or indirectly as a result of the rental/use of the facility/park.

I/We have read and understand the Municipal Event Procedures and I/We will abide by all guidelines therein.

Applicant's Signature: *James A Cobb*

Date

22 April 2016

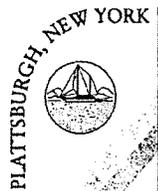
FOR INTERNAL USE ONLY

Permission is GRANTED to the applicant and/or sponsoring organization to use the streets/facilities and or parks as listed in the application for the special event described.

Permit Issue Date: _____

Authorized Signature _____

Insurance Certificate	YES	NO
Permit Fee	YES	NO
Report to Council		
Permit ISSUED		



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor James Calnon
FROM: William J. Treacy, P.E., Manager 
RE: Unpaid Final Bill Account Write-off
DATE: May 9, 2016

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from *February 1, 2015 to February 28, 2015*. The amount of the write-off will be \$5,010.82. The percentage of write-offs for this period is .20%.

Sales for this time period were \$2,545,975.47.

This write-off of unpaid bills represents 32 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to \$50.00 – 8 customers
\$50.01 to \$100.00 – 6 customers
\$100.01 to \$150.00 – 5 customers
\$150.01 to \$200.00 – 4 customers
\$200.01 to \$250.00 – 4 customers
\$250.01 to \$300.00 – 3 customers
\$300.01 to \$350.00 – 1 customer
\$350.01 to \$400.00 1- customer

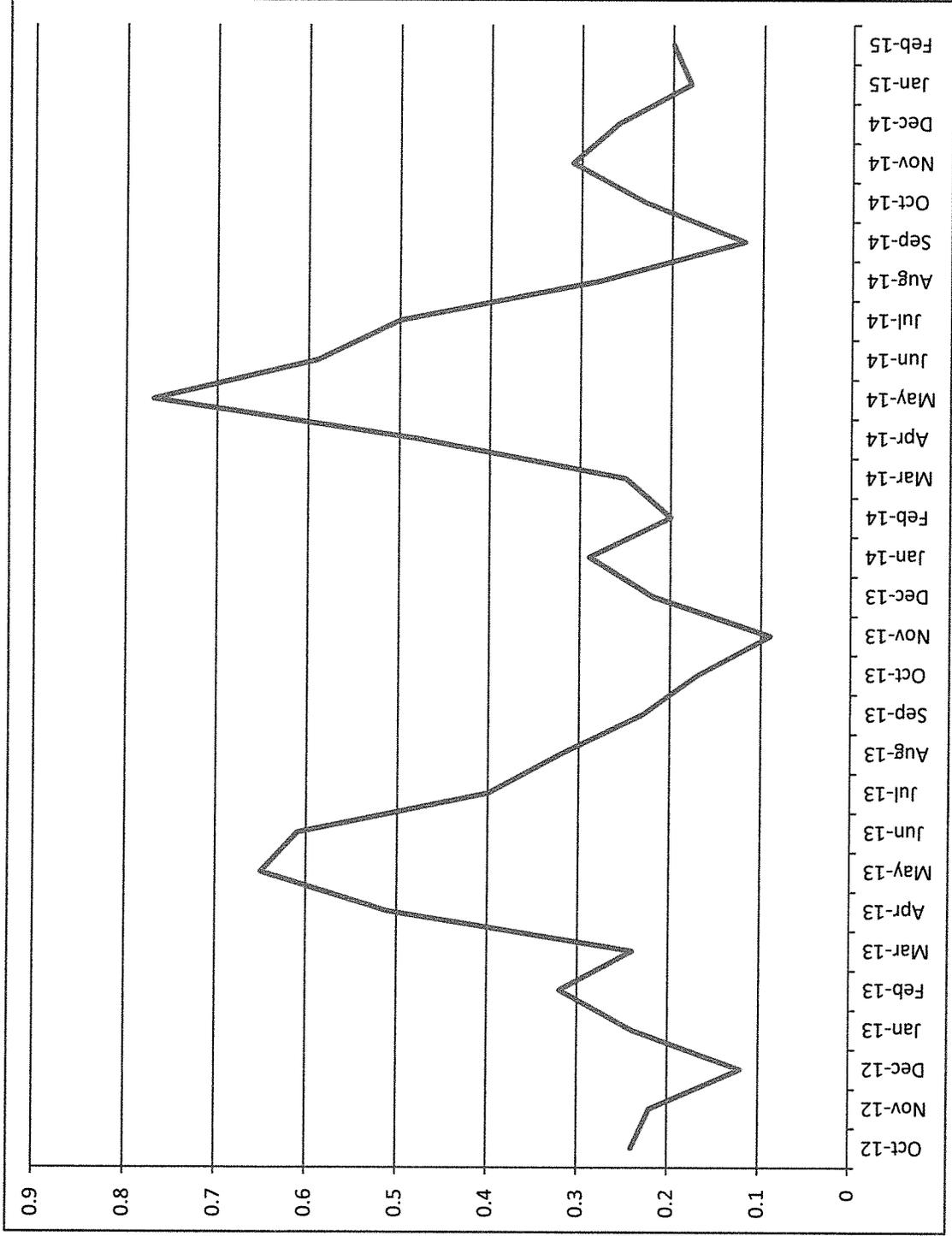
I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

MLD WRITEOFFS

Oct 2012 - Feb 2015

Dates	Percentage
Oct-12	0.24
Nov-12	0.22
Dec-12	0.12
Jan-13	0.24
Feb-13	0.32
Mar-13	0.24
Apr-13	0.51
May-13	0.65
Jun-13	0.61
Jul-13	0.4
Aug-13	0.32
Sep-13	0.23
Oct-13	0.17
Nov-13	0.09
Dec-13	0.22
Jan-14	0.29
Feb-14	0.2
Mar-14	0.25
Apr-14	0.48
May-14	0.77
Jun-14	0.59
Jul-14	0.5
Aug-14	0.28
Sep-14	0.12
Oct-14	0.23
Nov-14	0.31
Dec-14	0.26
Jan-15	0.18
Feb-15	0.2





MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

May 9, 2016

To: Mayor James Calnon
From: Bill Treacy, Manager
Subject: Permission to Issue Bid Proposal

The Plattsburgh Municipal Lighting Department respectfully requests permission from the Common Council to advertise for sealed bid for:

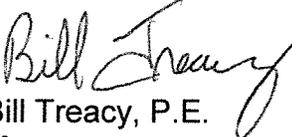
PMLD BID NO. 2016-6-1

SALE OF SALVAGED & SCRAP MATERIALS

BID OPENING DATE: June 28, 2016 AT 11: 00 AM

We propose that this bid be received under PMLD Bid No. 2016-6-1, prior to 11:00 a.m., local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,


Bill Treacy, P.E.
Manager

cc: Sylvia Parrotte, City Clerk
Councilor Kelly, PMLD Liaison
Bid 2016-6-1 File



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

May 9, 2016

To: Mayor Jim Calnon

From: Bill Treacy, Manager

Subject: Permission to Issue Bid Proposal

The Plattsburgh Municipal Lighting Department respectfully requests permission from the Common Council to advertise for sealed bid for:

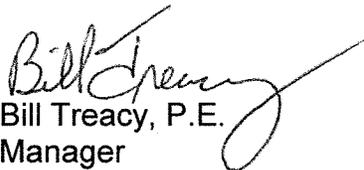
PMLD BID NO. 2016- 6-2

AERIAL TRUCK WITH LINE SERVICE BODY

BID OPENING DATE: June 28, 2016 at 11AM

We propose that this bid be received under PMLD Bid No. 2016-6-2, prior to 11:00 AM, local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,


Bill Treacy, P.E.
Manager

cc: Councilor Kelly, PMLD Liaison
Sylvia Parrotte, City Clerk
Kelly Clookey, Finance Director
Bid 2016-6-2 File



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

May 10, 2016

To: Mayor Jim Calnon

From: Bill Treacy, Manager

Subject: Permission to Issue Bid Proposal

The Plattsburgh Municipal Lighting Department respectfully requests permission from the Common Council to advertise for sealed bid for:

PMLD BID NO. 2016- 6-3

**DISTRIBUTION SUBSTATION MAINTENANCE AND RELAY CALIBRATION
HALSEY, MILLER, DURAND, WALL & NORTH MARGARET SUBSTATIONS**

BID OPENING DATE: June 28, 2016 at 11:15AM

We propose that this bid be received under PMLD Bid No. 2016-6-2, prior to 11:15 AM, local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,

Bill Treacy, P.E.
Manager

cc: Councilor Kelly, PMLD Liaison
Sylvia Parrotte, City Clerk
Kelly Clookey, Finance Director
Bid 2016-6-3 File



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

May 16, 2016

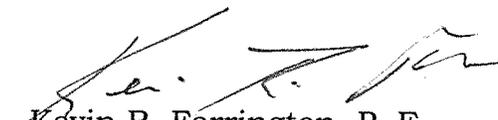
Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**REF: Request for Permission to Advertise for Bid for
"SANDRA AVENUE RESURFACING", Contract #2016-07
"FORT BROWN DRIVE RESURFACING", Contract #2016-06
"MISCELLANEOUS PAVING", Contract #2016-09**

Dear Mayor Calnon & Councilors:

It is requested that permission be granted to advertise for bids for Contract #2016-07, "SANDRA AVENUE RESURFACING", Contract #2016-06, "FORT BROWN DRIVE RESURFACING" and Contract #2016-09, "MISCELLANEOUS PAVING".

Very truly yours,



Kevin R. Farrington, P. E.
City Engineer

/jh

CC: City Clerk
City Chamberlain
Public Works Dept.
Dave Lessor



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

May 16, 2016

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**REF: Request for Permission to Advertise for Bid
for "LORRAINE STREET RECONSTRUCTION"
Contract #2016-08**

Dear Mayor Calnon & Councilors:

It is requested that permission be granted to advertise for bids for Contract #2016-08, "LORRAINE STREET RECONSTRUCTION".

Very truly yours,

Kevin R. Farrington, P. E.
City Engineer

/jh

CC: City Clerk
City Chamberlain
Public Works Dept.
Dave Lessor



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

May 16, 2016

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Request for Permission for Mayor
To Sign Engineering Consultant
Agreement with Waterfront Solutions
For Plattsburgh City Marina**

Dear Mayor Calnon & Councilors:

It is requested that the Common Council authorize the Mayor to sign the attached Engineering Consulting Agreement with **Waterfront Solutions Consulting Group, Inc, 19 Little Otter Lane, Ferrisburg, VT, 05456**, for plans and design services for the Plattsburgh City Marina Expansion Project. The cost associated with this service is **\$7,700.00** and will not be increased without prior Common Council approval. Funding is available through Capital Project H5110.48, 2015 City Marina.

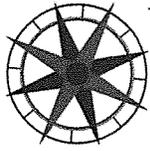
Very truly yours,


Kevin R. Farrington, P. E.
City Engineer

/jh

Att.(3)

CC: City Chamberlain
City Clerk



WATERFRONT SOLUTIONS

Consulting Group, Inc.

Submitted to: City of Plattsburgh
c/o Kevin R. Farrington, P.E.

Date: April 15, 2016

Mailing Address: 41 City Hall Place
Flemington NJ 08822

Phone: 518-563-7730/518-572-0749
Email: kfarrington@cityofplattsburgh-ny.gov

Project Location: Plattsburgh City Marina, 2 Dock Street, City of Plattsburgh NY

Consultation Agreement

Project Description

Provide professional consultation services to The City of Plattsburgh based on the information provided below. Waterfront Solutions reserves the right to all conceptual drawings provided under this contract; any future presentation and/or design drawings will acknowledge the company logo moving forward.

Project Overview – Based on design plan 4B / 5 dated 10-23-2014.

1. Revised plans – The revised plans will include current marina facility and additional phases to complete final design plan 4B / 5. The Master plan to include ADA compliant slips as required by Federal ADA Standards.
2. Design and performance specifications along with recommended fabrication details for a structural galvanized steel floating dock system and galvanized steel wave attenuator along with a recommended anchoring plan to be provided for the bid package. This package to include conceptual layout design illustrations of the required proposed municipal dock system along with written dock frame recommendations for the bid specifications. These bid details will also include recommended required years of experience with similar projects to qualify bidders for the specified municipal floating dock system.
3. Consultants estimate to be provided for budget purposes.
4. Utilities - Consultants estimate will include power / water pedestals. The estimate will also include recommended utility troughs fabricated within the dock system to accommodate power and water. (*wiring, power source and water to be by others*)
5. Provide formatted drawings per USACE standards for the installation of the complete marina plan including wave attenuator. Drawings to be formatted for submittal on 8.5" x 11" paper and provided in hard copy format to the City using 22" x 36" paper.
 - a. Vicinity Map
 - b. Satellite Overlay showing the proposed marina installation and the applicable open water fetch/wind/wave distances.

_____ Customer Initials

Copyright Waterfront Solutions Consulting Group Inc. 2014

- c. Conceptual anchoring layout with approximate water depths; please note that the City of Plattsburgh is responsible for submitting an actual anchoring plan with means/methods based on the selected dock manufacturer and engineering for “as built” design which are not included as part of these professional services.
- d. Conceptual cross section views of typical floating wave attenuator system and floating dock(s); please note that the City of Plattsburgh is responsible for submitting actual detailed drawings based on the selected dock manufacturer and engineering for “as built” design which are not included as part of these professional services.
- e. Elevation cross section for the access gangway to shore connection.

Client responsibilities will include:

- 1. CAD / Survey support as needed
- 2. Existing City Marina wood dock dimensions as needed
- 3. Review of design plan 4B / 5 to ensure acceptance of final design, slip sizes and quantities

Estimated Consultation Fee

Estimated Consulting Fee: \$ 6,500.00 - \$ 7,700.00 (+/-)
 (Final invoice will be based on the rates listed on the next page)

Fee Schedule

Principal:	\$ 140.00/hr.
Assistant:	\$ 100.00/hr.
Administrative & CAD:	\$ 90.00/hr.
Travel time:	\$ 70.00/hr.
Fedex:	Standard overnight rate
Standard postage	Standard flat rate or priority rates

*Quote above does not include permit application or meeting with permitting agencies on-site to introduce the project. Additional tasks such as this would be billed accordingly by the rates above.

Project Schedule: Based on signed agreement by 4/22/16

Permit plans – available to submit in May of 2016

Bid documents – available to advertise in September of 2016

Payment Schedule: Signed consulting agreement with \$ 2,000.00 deposit. Final invoice to be paid upon completion of consultation.

Disclaimers and Important Information

Payment Terms Disclaimer: 2% per month on any unpaid balance therefore along with attorney fee of 33% of the amount due in the event of default.

Waterfront Solutions Consulting Group, Inc. is not liable for damage or injury to person or property related to the use of products utilizing their design and will seek indemnity and defense from owners of its products who negligently use or misuse such products resulting in claims of personal injury and/or property damage to third parties.

Engineering firms confirming structural calculations or simulations of our designs and structures carry the necessary liability insurance.

Waterfront Solutions Consulting Group, Inc.

Acceptance of work order— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Please make all checks payable to:
Waterfront Solutions Consulting Group, LLC
19 Little Otter Lane
Ferrisburg VT 05456



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

May 16, 2016

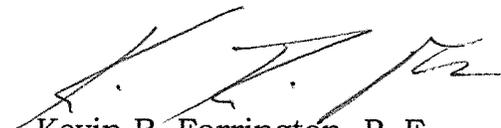
Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Request for Permission for Mayor
To Sign Engineering Consultant Agreement
With Stantec Consulting Services, Inc.
For Fort Brown & Sandra Avenue Improvements**

Dear Mayor Calnon & Councilors:

It is requested that the Common Council authorize the Mayor to sign the attached Engineering Consulting Service Agreement with **Stantec Consulting Services Inc., 3 Columbia Circle, Suite 6, Albany, NY, 12203**, for Design and Bid Documents for the Fort Brown & Sandra Avenue Improvements Projects. The cost associated with this service is **\$15,000** and will not be increased without prior Common Council approval. Funding is available through Capital Projects H5110.50, 2015 Street Resurfacing and H5110.57, 2016 Street Resurfacing.

Very truly yours,



Kevin R. Farrington, P. E.
City Engineer

/jh

Att.(3)

CC: City Chamberlain
City Clerk



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6, Albany NY 12203-5158

April 25, 2016
File: Ft. Brown & Sandra Avenue Improvements

Attention: Mr. Kevin R. Farrington, PE
City of Plattsburgh
Engineering and Planning Department
41 City Hall Place
Plattsburgh, NY 12901

Dear Mr. Farrington,

Reference: Ft. Brown & Sandra Avenue Improvements

We are pleased to submit to you this proposal to perform final design services for the Ft. Brown and Sandra Avenue improvement projects.

This project includes the final design of roadway improvements to these two City streets that include curb replacement, select drainage improvements and a mill and inlay.

Scope of Services

The following scope of services has been developed to complete this project:

Task 1 – Detailed Design / Bid Documents (\$15,000 Not to Exceed)

Once the preferred alternative is selected, detailed design plans and specifications will be prepared. A progress set of documents (approximately 75% design) will be submitted prior to the final Plans, Specifications and Estimate.

Schedule

The following schedule is proposed for this project, assuming a Notice to Proceed has been given prior to May 2, 2016:

- Detailed Design – May 2, 2016 thru June 3, 2016
 - 75 % Progress Drawings – June 3, 2014
 - Final Plans, Specifications and Estimate – June 17, 2016

Our proposed fee, including labor and expenses for the above noted scope of services is **\$15,000**.



April 25, 2016
Mr. Kevin R. Farrington, PE
Page 2 of 2

Reference: Ft. Brown & Sandra Avenue Improvements

We hope this information is helpful, if you have any questions or need clarification on any item, please don't hesitate to contact me. If this proposal and the attached Terms and Conditions are acceptable to the City, please return a signed copy.

Regards,

STANTEC CONSULTING SERVICES INC.

City of Plattsburgh

Jeffrey Johns, PE
Senior Associate
Phone: (518) 452-4358 ext. 4116
jeffrey.johns@stantec.com

James Calnon
Mayor

Robert Cartwright, PE, ENV SP
Principal
Phone: (518) 452-4358 ext. 4125
robert.cartwright@stantec.com

Attachment: Terms and Conditions

cr v:\1928\promotion\city of plattsburgh_ny\fort brown drive & sandra avenue\promotion\ft brown & sandra proposal.docx

Technical Assumptions

Task 1 – Detailed Design

- The existing CAD file for both streets will be provided by the City to Stantec.
- A sample project specification package will be provided by the City to Stantec in Word format.
- The topographic survey provided by the City is current and requires no revision.
- Property acquisitions will not be required.
- No permits are required.



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

May 16, 2016

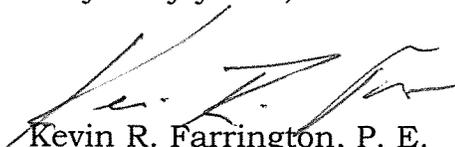
Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Request for Permission for Mayor
To Sign Engineering Consultant
Supplemental Agreement #1 with Stantec
For Saranac River Trail Phase 2
PIN 7805.88; D034636**

Dear Mayor Calnon & Councilors:

It is requested that the Common Council authorize the Mayor to sign the attached Engineering Consulting Service Supplemental Agreement #1 with **Stantec Consulting Services Inc., 3 Columbia Circle, Suite 6, Albany, NY, 12203**, for additional consulting services on the Saranac River Trail Phase 2 project related to permitting and design of replacement of the Saranac Street Bridge. The cost associated with this service is **\$59,065.92** and will not be increased without prior Common Council approval. Funding is available through Capital Project H5110.58, 2016 Saranac River Trail – Phase II.

Very truly yours,


Kevin R. Farrington, P. E.
City Engineer

/jh

Att.(3)

CC: City Chamberlain
City Clerk



Stantec Consulting Services Inc.
3 Columbia Circle Suite 6, Albany NY 12203-5158

April 26, 2016
File: 192810321

Kevin R. Farrington, PE
City Engineer
Engineering and Planning Department
41 City Hall Place
Plattsburgh, NY 12901

Dear Kevin:

**Reference: Saranac River Trail Phase 2 - Supplemental Agreement #1
PIN 7805.88; D034636**

Attached for your review and approval is a supplemental agreement associated with additional work on the Saranac River Trail Phase 2 project. The following is a brief description of the scope included within this supplemental:

Section 1:
Meetings

- One additional meeting with City to discuss changes

Section 2:
Additional Hydraulic Analysis

- Update analysis to include replacement of the existing Saranac Street Bridge.

Additional Geotech

- Additional explorations for existing Saranac Street Bridge replacement.

ADA Compliance

- On-site analysis of existing sidewalks and curb ramps for new ADA requirements.

Section 3:
Pine Street Alternatives

- Developed 4 Alternatives for modifications to Pine Street.

Durkee Street Alternative

- Develop 1 alternative along Durkee St. showing path going through and around public parking lot.

Section 4:
Additional Environmental Screenings

- Wetland screenings at full site including the replacement of the existing Saranac Street Bridge.
- Endangered Species Screening at full site including the replacement of the existing Saranac Street Bridge.

Section 5:
RK Hite Appraisals

- Additional Deed Research to determine if 2nd acquisition is needed for under new pedestrian bridge.

Reference: Saranac River Trail Phase 2 - Supplemental Agreement #1
PIN 7805.88; D034636

Section 6:
Additional Structural Design

- Design of the replacement of the existing Saranac Street Bridge.

Section 8:
Additional Construction Support

- Additional Construction support services associated with the replacement of the existing Saranac Street Bridge.

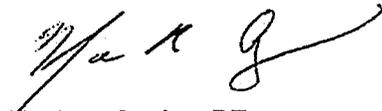
The following is included for your use in providing approval to this supplemental agreement:

1. Scope of Services
2. Exhibit A – Salary Schedule
3. Exhibit B – Staffing Table
4. Exhibit C – Direct Non-Salary Costs
5. Exhibit D – Fee Summary Sheet
6. RK Hite exhibits

Please feel free to call if you have any questions or comments on the attached.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Matthew Conley, PE
Associate
Tel: (518) 452-4358
Fax: (518) 452-9234
matt.conley@stantec.com



Jeffrey Johns, PE
Senior Associate
Tel: (518) 452-4358
Fax: (518) 452-9234
jeffrey.johns@stantec.com

Attachment:

**Architectural/ Engineering
Consultant Contract**

PIN (s) 7805.88

Supplemental Agreement (SA #1) made this 29th day of April 2016 by and between

City of Plattsburgh

having its principal office at **41 City Hall Place** in the City of **Plattsburgh, NY 12901**
(to be known throughout this document as the "**Sponsor**")

and

Stantec Consulting Services Inc.

with its office at **3 Columbia Circle, Suite 6, Albany, NY 12203**
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **D034636 – Saranac River Trail Phase 2 Design Phases I-VI** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **City of Plattsburgh**, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item 1	<ul style="list-style-type: none"> ○ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ○ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. 	<ul style="list-style-type: none"> ○ Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. ○ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. ○ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<ul style="list-style-type: none"> ○ The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ○ Bills are subject to approval of the Sponsor and Sponsor's Representative.

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
	<p>o If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</p>		
Item II	<p>Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.</p>	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p>	
Item III	<p>Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.</p>	<p>Salvage value</p>	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item IV	<p>○ Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>○ For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>○ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 164% in all events not to exceed 170%, subject to audit.</p>	

Q3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item V	<ul style="list-style-type: none"> ○ Negotiated Lump Sum Fixed Fee. ○ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> ○ A negotiated Lump Sum Fee which in this CONTRACT shall equal \$ 5,000. 	
Item VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$60,000.	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this
PIN 7805.88

Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

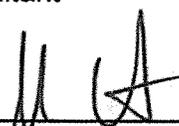
ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 **Executory Contract.** This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # D034636

<p>Sponsor</p> <p>by: _____</p> <p>Date: _____</p>	<p>Consultant</p> <p>by:  _____</p> <p>Robert Cartwright, PE, Principal</p> <p>Date: 9/26/16</p>
--	--

STATE OF NEW YORK

SS:

COUNTY OF _____

On this _____ day of _____, _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that she is the authorized with the execution of the matter herein provided for, and that she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

STATE OF NEW YORK

SS:

COUNTY OF Albany

On this 21st day of April, 2010, _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he is a Principal with Stantec, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

KRISTA J. FARLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01FA6080003
QUALIFIED IN COLUMBIA COUNTY
MY COMMISSION EXPIRES FEB. 8, 2019

Krista J. Farley

Notary Public, Columbia County, N.Y.

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 7805.88 BIN: N/A	<i>Term of Contract Ends:</i> <u>12/31/2017</u>
<input type="checkbox"/> Main Contract <input type="checkbox"/> Amendment to Contract [add identifying #] <input checked="" type="checkbox"/> Supplement to Contract [SA# 1]	
<i>Phase of Project Consultant to work on:</i> <input checked="" type="checkbox"/> P.E./Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction & C/S	
Dates or term of Consultant Performance: Start Date: January 1, 2016 Finish Date: December 31, 2017	
<i>PROJECT DESCRIPTION:</i> PIN 7805.88 – Saranac River Trail Phase 2	
Project Location: City of Plattsburg, Clinton County, New York	
Consultant Work Type(s): See Attachment B for more detailed Task List.	

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS CONTRACT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS CONTRACT:
\$ 60,000

Footnotes:

Federal-Aid Requirements for Architectural/ Engineering Consultant Supplement

ARTICLE A. DOCUMENTS FORMING THIS AGREEMENT

The contract must include the documents forming the contract between the Sponsor and the Consultant. The following will be included in the contract:

- Agreement Form - "Municipal Consultant Contract";
- Project Description and Funding;
- Scope of Services;
- As applicable, Staffing Rates, Hours, Reimbursables and Fee;
- Federal-Aid Requirements for Architectural/Engineering Consultant Supplement.

ARTICLE B. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described in this contract. Compensation methods must be clearly documented in the contract. Compensation methods available are Cost Plus Fixed Fee Method, Specific Hourly Rate Method, and Lump Sum Cost Plus Reimbursables Method.

ARTICLE C. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE D. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT CONTRACT and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

ARTICLE E. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE F. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE G. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE H. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE I. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE J. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE K. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and Title VI of the Civil Rights Act of 1964, as amended, and any other State and Federal Statutory and constitutional non-discrimination provision, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE L. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE M. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE N. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE O. PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ATTACHMENT B

BASE TASK LIST

Table of Contents

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Section 1 - General

1.01 Project Description and Location

This project is known as: Saranac River Trail (SRT) Phase 2

PIN: 7805.88

Project Description: Saranac River Trail Phase 2

Project Limits: From the City of Plattsburgh's Stafford Middle School, across the existing Saranac Street Pedestrian Bridge to City Hall / MacDonough Park.

Municipality(ies): City of Plattsburgh

County: Clinton

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- present, discuss, and receive direction on project specifics.
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- preview visual aids for public meetings.
- manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

Section 2 - Data Collection & Analysis

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.06 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.07 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.4 of the *NYSDOT Bridge Manual*.

Section 3 - Preliminary Design

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Municipality's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- on plan: proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- on profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- on typical section: lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- where necessary: important existing features.
- where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.
- Preliminary bridge plans showing approximate span length, structure type, and bridge typical section.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Municipality** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Municipality** will select one, or in some cases more, design alternative(s) for further development.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Design with Documentation.

The **Municipality** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will submit 3 copies of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

Section 4 - Environmental

4.03 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Visual Impacts
- Critical Environmental Areas

Work will be performed, as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual," to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.04 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual." Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

No detailed study or analysis will be performed.

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The **Municipality** will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the **Municipality** determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The **Consultant** will not proceed with any activities in this section without written authorization from the Municipality.

The **Consultant** will meet with the **Municipality** to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The **Consultant** will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The **Consultant** will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

5.0121 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant** will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0122 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0123 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The **Consultant** will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The **Consultant** will submit the Title Certifications to the **Municipality**.

5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant's** Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.

5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant's** Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant's** Attorney will review the Abstract and issue a Title Certification.

5.0134 The **Municipality** will acknowledge the receipt of each Title Certification and provide the **Consultant**, on a per parcel basis, a list of the property owners and other compensable property interests. The **Municipality** will respond in writing within ten (10) days of receipt of each Title Certification.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*. For each bridge, the **Consultant** will prepare and submit to the **Municipality** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*. Aesthetic treatments to create a "signature" bridge will also be included in the report.

C. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Municipality** review comments.

The **Municipality** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 50 ft. intervals.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit 3 copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface

- exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 3 copies of the contract documents to the NYSDOT as described in the "Locally Administered Federal Aid Procedures Manual."

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Municipality** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Municipality** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate 1 meeting during the life of this agreement.
- Section 2 Estimate that 2 soil borings will be obtained at location of new Saranac Street Bridge.
- Estimate that 4 hydraulic cross sections will be updated based on construction of new Saranac Street Bridge.
- Estimate one on-site evaluation of existing sidewalks and curb ramps for new ADA compliance.
- Section 3 Estimate 4 concepts will be evaluated along Pine Street.
- Estimate 1 concept will be evaluated along Durkee Street.
- Estimate that Draft DAD will be updated and resubmitted based on construction of new Saranac Street Bridge.
- Section 4 Estimate 1 on-site bat screening at new Saranac Street Bridge location.
- Estimate 1 on-site wetland screening at new Saranac Street Bridge location.
- Section 5
- 5.011 Estimate 0 meeting(s) with the Municipality.
- 5.0121 Estimate 0 last owner title searches
- 5.0122 Estimate 1 20 year title searches
- 5.0123 Estimate 0 full abstracts.
- 5.0131 Estimate 0 last owner title certifications.
- 5.0132 Estimate 0 20 year title certifications.
- 5.0133 Estimate 0 full abstract certifications.
- Section 6 Estimate 1 cost estimate(s) plus 0 updates will be required.
- Estimate 1 additional bridge will be constructed. (2 total)

Section 8 Estimate 5 additional requests that require effort will be made during the construction phase of the project.

10.02 Technical Assumptions

Section 6 Assumes a similar bridge to that being designed at the end of Durkee Street will also be used as replacement of Saranac Street Bridge.

Section 9 Construction Inspection Services will be added as a Supplemental Agreement.

ATTACHMENT C - FEE PROPOSAL

PAGE 1

SALARY SCHEDULE

STANTEC CONSULTING SERVICES INC.

PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2 - SA #1

CITY OF PLATTSBURGH, CLINTON COUNTY

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE	PROJECTED	MAXIMUM	PROJECTED	OVERTIME
			HOURLY RATES 2016	HOURLY RATES 2017	HOURLY RATES 2016	MAXIMUM HOURLY RATES 2017	CATEGORY
Officer	IX	(A)	\$73.50	\$75.71	\$73.50	\$75.71	A
Engineer 5	VI	(A)	\$57.14	\$58.85	\$73.50	\$75.71	A
Engineer 4	V	(A)	\$51.60	\$53.15	\$67.31	\$69.33	A
Engineer 3	IV	(A)	\$42.32	\$43.59	\$53.03	\$54.62	B
Engineer 2	III	(A)	\$33.56	\$34.57	\$48.86	\$50.33	B
Engineer 1	III/I	(A)	\$26.77	\$27.57	\$33.75	\$34.76	B
Technician 4	IV	(N)	\$36.36	\$37.45	\$41.55	\$42.80	C
Technician 3	III	(N)	\$33.55	\$34.56	\$42.61	\$43.89	C
Technician 2	II	(N)	\$26.13	\$26.91	\$28.48	\$29.33	C
Technician 1	I	(N)	\$21.94	\$22.60	\$27.96	\$28.80	C
Landscape Architect 6	VII	(A)	\$69.52	\$71.61	\$71.01	\$73.14	A
Landscape Architect 3	IV	(A)	\$44.59	\$45.93	\$51.69	\$53.24	B
Technical Typist	NA		\$24.91	\$25.66	\$31.64	\$32.59	C

NOTES:

Hourly rates shall not exceed those shown above

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated on a straight time rate x 1.0

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

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

ATTACHMENT C, PAGE 2
STAFFING TABLE

STANTEC CONSULTING SERVICES INC.
PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2
CITY OF PLATTSBURGH, CLINTON COUNTY

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS									Total Hours	PROJECTED HOURLY RATE 2017	DIRECT TECHNICAL LABOR	
		1	2	3	4	5	6	7	8	9				
Officer	IX (A)											0	\$75.71	\$0.00
Engineer 5	VI (A)						4					4	\$58.85	\$235.42
Engineer 4	V (A)	8	8	4	3	12			10			45	\$53.15	\$2,391.66
Engineer 3	IV (A)	8	12	8	6	26			20			80	\$43.59	\$3,487.17
Engineer 2	III (A)		60		4	34						98	\$34.57	\$3,387.55
Engineer 1	III (A)				28	138			20			184	\$27.57	\$5,073.45
Technician 4	IV (N)						26		10			36	\$37.45	\$1,348.23
Technician 3	III (N)		8	56								64	\$34.56	\$2,211.62
Technician 2	II (N)											0	\$26.91	\$0.00
Technician 1	I (N)				5							5	\$22.60	\$112.99
Landscape Architect 6	VII (A)											0	\$71.61	\$0.00
Landscape Architect 3	IV (A)											0	\$45.93	\$0.00
Technical Typist	NA											0	\$25.66	\$0.00
Total		16	88	68	44	0	240	0	60	0	0	516		\$18,248.08

**ATTACHMENT C, PAGE 3
DIRECT NON-SALARY COSTS**

**STANTEC CONSULTING SERVICES INC.
PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2 - SA #1
CITY OF PLATTSBURGH, CLINTON COUNTY**

Travel, Lodging and Subsistence

Trips to	Trips	Miles	
Stantec (Albany) to City Offices/Site	2	320 miles/trip	640
Stantec (S. Burlington) to Site (w/ tc	2	60 miles/trip	120

760 miles @ \$0.575 \$437.00

Total Travel, Lodging and Subsistence \$437.00

Printing Cost

Design Approval Document	# of Sheets	# of Sets	Cost/Sheet	Total Cost
8 1/2 x 11 Sheets	0	8	\$0.10	\$0.00
11 x 17 Sheets	0	8	\$0.10	\$0.00
Advance Detail Plans	0	8	\$0.15	\$0.00
PS&E	0	8	\$0.15	\$0.00
Bids Sets	0	15	\$0.15	\$0.00

Total Printing = \$0.00

Total STANTEC Direct Non-Salary Cost \$437.00

Subcontractors

Location	Cost/Location	Total
Soil Borings	1 \$ 3,980.00	\$ 3,980.00

Total Subcontractor Cost \$3,980.00

**ATTACHMENT C, PAGE 4
SUMMARY
STANTEC CONSULTING SERVICES INC.
PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2 - SA #1
CITY OF PLATTSBURGH, CLINTON COUNTY**

	Current Agreement	Supplemental #1	Total Agreement
Item 1A, Direct Technical Salaries (estimated) subject to audit	\$51,174.50	\$18,248.08	\$69,422.58
Item 1B, Direct Technical Salaries Premium Portion of overtime(estimated) subject to audit	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,500.20	\$437.00	\$1,937.20
Item II, Direct Non-Salary Cost (estimated) subject to audit (PRUDENT)	\$33,956.14	\$0.00	\$33,956.14
Item II, Direct Non-Salary Cost (estimated) subject to audit (ALTA PLANNING + DESIGN)	\$14,807.00	\$0.00	\$14,807.00
Item II, Direct Non-Salary Cost (estimated) subject to audit (RK HITE)	\$22,308.20	\$1,474.00	\$23,782.20
Item II, Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$8,000.00	\$3,980.00	\$11,980.00
Item III, Overhead (164%)	\$83,926.18	\$29,926.85	\$113,853.03
Fixed Fee (10%)	\$14,000.00	\$5,000.00	\$19,000.00
Total Estimated Cost	\$229,672.22	\$59,065.92	\$288,738.14
Maximum Amount Payable	\$230,000.00	\$60,000.00	\$290,000.00

SA #)
 Salary Schedule
 June 20, 2014 (rev0)
 R.K. Hite & Co., Inc.

Project Title: Saranac River Trail - Phase 2
 PIN: 7805.88
 City: Plattsburgh
 County: Clinton

Job Title	Hourly Rates			Overtime Category
	Present (2014)	Projected (2015)	Maximum	
Principal	\$115.00	\$120.00	\$120.00	A
Project Manager	\$92.00	\$94.00	\$94.00	A
Appraisal Reviewer	\$85.00	\$87.00	\$87.00	B
Relocation Specialist	\$85.00	\$87.00	\$87.00	B
Field Coordinator	\$65.00	\$67.00	\$67.00	B
Property Rights Specialist	\$60.00	\$62.00	\$62.00	B
Title Specialist	\$58.00	\$60.00	\$60.00	B
Title Examiner	\$60.00	\$62.00	\$62.00	B
Data Manager	\$71.00	\$73.00	\$73.00	B
Data Technician	\$56.00	\$58.00	\$58.00	B
Secretary	\$39.00	\$40.00	\$40.00	B
Title Attorney	\$100.00	\$100.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$225.00	\$225.00	\$225.00	A

NOTE:
 Hourly rates shall not exceed those shown above.

OVERTIME POLICY

- Category A: No overtime compensation.
- Category B: Overtime compensated at straight time rate.

SA #1
STAFFING TABLE

R.K. HITE & CO., INC.
PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2
CITY OF PLATTSBURGH, CLINTON COUNTY

JOB TITLE	TASKS										Total Hours	PROJECTED HOURLY RATE 2015	DIRECT TECHNICAL LABOR	
	1	2	3	4	5.01	6	7	8	9	9				
Project Manager					2							2	\$94.00	\$188.00
Appraisal Reviewer												0	\$87.00	\$0.00
Relocation Specialist												0	\$87.00	\$0.00
Field Coordinator												0	\$67.00	\$0.00
Property Rights Specialist					3							3	\$62.00	\$186.00
Title Specialist					14							14	\$60.00	\$840.00
Title Examiner					1							1	\$62.00	\$62.00
Data Manager												0	\$73.00	\$0.00
Data Technician					1							1	\$58.00	\$58.00
Secretary					1							1	\$40.00	\$40.00
Title Attorney					1							1	\$100.00	\$100.00
Appraiser												0	\$90.00	\$0.00
EDPL Attorney												0	\$225.00	\$0.00
Total	0	0	0	0	23	0	0	0	0	0	0	23		\$1,474.00

**SA #1
DIRECT NON-SALARY COSTS**

**R.K. HITE & CO., INC.
PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2
CITY OF PLATTSBURGH, CLINTON COUNTY**

Travel, Lodging and Subsistence

Trips to	Trips	Miles
To Site	0	260 miles/trip

0 miles @ \$0.575 \$0.00

Total Travel, Lodging and Subsistence \$0.00

Additional

Reproduction	\$0.00
Telephone	\$0.00
Postage & Deliveries	
Supplies and Miscellaneous	\$0.00
Recording / Filing	\$0.00

Total Additional = \$0.00

Total R.K. HITE Direct Non-Salary Cost \$0.00

SA #1
SUMMARY
R.K. HITE & CO., INC.
PIN 7805.88 SARANAC RIVER TRAIL PROJECT, PHASE 2
CITY OF PLATTSBURGH, CLINTON COUNTY

	Incidental (current	Supplemental #1	Acquisition	Total Agreement
Item 1A, Direct Technical Salaries (estimated) subject to audit	\$4,101.50	\$1,374.00	\$3,482.00	\$8,957.50
Item 1B, Direct Technical Salaries Premium Portion of overtime(estimated) subject to audit	\$0.00	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$779.20	\$0.00	\$540.50	\$1,319.70
Item II, Direct Non-Salary Cost (estimated) subject to audit (Sub- Contractor Cost)	\$0.00	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit (Sub- Consultant - Title Attorney)	\$200.00	\$100.00	\$200.00	\$500.00
Item II, Direct Non-Salary Cost (estimated) subject to audit (Sub- Consultant - EDPL Attorney)	\$0.00	\$0.00	\$10,125.00	\$10,125.00
Item II, Direct Non-Salary Cost (estimated) subject to audit (Sub- Consultant - Appraisals)	\$2,880.00	\$0.00	\$0.00	\$2,880.00
Item III, Overhead				
Fixed Fee (Negotiated)				
Total Estimated Cost	\$7,960.70	\$1,474.00	\$14,347.50	\$23,782.20



Plattsburgh, New York

Jonathan P. Ruff, P.E.
Environmental Manager

41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-536-7519
Fax: 518-563-6083
ruffj@cityofplattsburgh-ny.gov

May 17, 2016

To: Mayor Calnon and Members
Of the Common Council

Fr: Jonathan Ruff

Re: Mead Dam
CHA Extra Work Order No. 7

The Mead Dam spillway needs further investigation to determine what interim maintenance is needed to keep it functioning properly. Attached is a proposal from CHA for performing the work. It is respectfully requested that the Common Council agree to and authorize the work in the amount of \$24,500 from Capital Project H8320.68.

Please contact me if you have any questions.

c: Richard Marks



May 16, 2016

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

**RE: Mead Reservoir Dam – Spillway Condition Assessment
West Plattsburgh, Clinton Co., New York
CHA Project No. 25804
CHA Proposal No.: X47680-P1, EWA No. 7**

Dear Mr. Ruff:

We are pleased to provide you with our proposal for a condition assessment of the spillway at the Mead Reservoir Dam.

Our Scope of Services, Project Schedule and Schedule of Fees are presented in Exhibits A, B and C, respectively. We trust that this information is consistent with your project goals and objectives. Enclosed are two copies of our Extra Work Authorization. If this proposal is acceptable to you, please sign the two originals, retain one for your file, and return one to this office.

If you have any questions regarding this proposal, do not hesitate to contact me at (518) 453-8714 or Jennifer Everleth at (518) 453-4582.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary R. Dale', written in a cursive style.

Gary R. Dale, P.E.
Principal Engineer – Dam Safety Market

GRD/jae
Attachments

V:\CHA200_Proposals\Water Market\Proposals_2016\Dam Safety\X47680-City of Plattsburgh_Mead Reservoir Dam--EWA 7\EWA #7.doc



Date: May 16, 2016

PROJECT No. 25804

Extra Work No. 7

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated September 5, 2013 between the parties designated below for:

THE PROJECT: Plattsburgh Spillway Chute Inspect

THE CLIENT: City of Plattsburgh

hereby authorizes the Engineer to proceed with additional services as follows:

SCOPE OF SERVICES:

See Exhibit A

SCHEDULE:

See Exhibit B

FEE

See Exhibit C

Upon return of a fully-executed authorization, this Supplement shall become a part of the Agreement identified above.

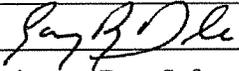
APPROVED BY: ENGINEER	APPROVED BY: CLIENT
NAME: Gary R. Dale, P.E.	NAME:
SIGNATURE: 	SIGNATURE:
TITLE: Senior Engineer – Dam Safety Market	TITLE:
DATE: May 16, 2016	DATE:

EXHIBIT A SCOPE OF SERVICES

PROJECT BACKGROUND

We understand that the City of Plattsburgh (City) is in the process of determining whether the Mead Reservoir Dam (dam) should remain in service and be rehabilitated to bring it into compliance with current New York State dam safety regulations, or possibly removed from the City's water supply system. In March 2013, the New York State Department of Environmental Conservation (NYSDEC) was notified that an inspection and monitoring program would be developed by CHA, so that as the City considers alternatives for their water supply system, the condition of the spillway can be monitored. CHA has been making visual observations of the spillway, about every four months, since July 2013, with the most recent observations being made on April 15, 2016.

The concrete spillway is severely deteriorated with many areas of cracked and spalled concrete. In addition, water has been observed to be flowing under the spillway which causes loss of soil under the spillway slabs as evidenced by voids below the slab. Furthermore, the loss of subgrade soil is causing the slabs to settle and crack. Water under the slabs appears to be under pressure and is flowing upwards through the slabs at locations of the cracks and voids. Maintenance work to fill voids has been performed at least three times; once, by washing gravel through core drilled holes through the slabs to fill the voids (date unknown), and again in 2009 and 2013 with the placement of flowable fill through openings in the slabs under the observation of CHA. Deterioration of the concrete and continued loss of soil below the spillway slabs has continued, and CHA is concerned about the potential for the collapse of spillway slabs or further degradation of spillway training wall that could lead to movement of the wall.

PROJECT APPROACH

Based on the recent visual observations of the spillway as discussed above, CHA proposes to conduct a condition assessment of the spillway to evaluate the integrity of the concrete and loss of slab subgrade support. The assessment will be based on a condition survey (Task 1), which will include a ground penetrating radar survey, concrete core drilling and laboratory testing of the existing concrete. Following the completion of the field work, a Condition Assessment Report will be prepared (Task 2).

SCOPE OF WORK

We propose the following tasks be completed as part of a condition assessment of the spillway structure.

Task 1 – Condition Survey

The proposed condition survey will consist of four subtasks: a one-day site visit by a structural engineer to visually assess existing conditions (Task 1.1); a Ground Penetrating Radar (GPR) survey (Task 1.2); concrete core drilling services (Task 1.3); and laboratory testing of samples of the existing spillway concrete (Task 1.4). Tasks 1.1 through 1.3 will be conducted on the same



day. The structural engineer's visual observations and the real-time GPR survey data will be used to determine where cores may need to be drilled and removed from the spillway chute slabs to visually confirm the extent of the voiding exists. Selected drilled cores will be submitted for laboratory testing, consisting of compressive strength and petrographic testing, so that appropriate conceptual repairs can be selected and presented in the Condition Assessment Report (Task 2). The subtasks below outline additional details regarding the proposed field work and laboratory testing.

Task 1.1 - Site Visit

A CHA structural engineer will conduct a site visit to visually assess existing conditions of the spillway structure, take photographs, and hammer sound accessible areas of concrete.

In addition, CHA will provide a dam safety engineer to coordinate and manage the Ground Penetrating Radar Survey (Task 1.2) and will identify, along with the structural engineer, locations for the removal of drilled concrete cores for visual confirmation of voiding or erosion below the spillway slabs (Task 1.3) and for petrographic examination (Task 1.4).

Task 1.2 - Ground Penetrating Radar Survey

In 2013, CHA performed a ground penetrating radar (GPR) survey that was able to detect voids beneath the spillway chute slabs that were not visible from above. A subsequent grouting program took place in October 2013. We believe this voiding was the result of uncontrolled seepage beneath the spillway slabs, a condition that has been documented, and repaired several times in the dam's lifetime. Therefore, as part of the condition assessment, CHA will retain the services of Hager-Richter Geoscience, Inc. (Hager-Richter) to conduct an updated GPR survey of the spillway chute to determine if voiding or erosion have redeveloped, as is indicated by observations made by CHA during the April 15, 2016 spillway inspection.

The GPR survey will be conducted so that real-time interpretation of GPR data can be used to select locations for drilling cores through the concrete slabs to visually confirm voiding or erosion. The survey will be conducted along a series of traverses oriented perpendicular to the long axis of the spillway. The spacing between lines will be selected in the field and will be no more than 2.5 feet. The subsurface imaging radar system that will be utilized for the survey will be outfitted with a 300 MHz and an 800 MHz antenna. The survey area must be above water and free of puddles and the area to be surveyed must be as clear of vegetation and debris prior to the time of the survey.

Following the field work, Hager-Richter will prepare a report describing the method used and explaining the limitations of the survey and a map showing the results of the survey. This report will be an appendix to the Condition Assessment Report (Task 2).

Task 1.3 — Concrete Core Drilling Services

CHA will retain the services of Atlantic Testing Laboratories (ATL) to advance a maximum of five (5) thin-wall cores at the project site; four (4) cores through the existing concrete slab-on-



grade spillway at locations where voiding or erosion are suspected based on real-time interpretation of GPR data, and one (1) core through the existing vertical, right spillway training wall where cracking has been observed. The cores will be advanced utilizing a 4-inch diameter thin-wall core barrel. The core holes will be backfill filled upon project completion with non-shrink grout at the surface grade to generally correspond with existing conditions.

Task 1.4 – Laboratory Testing

CHA will retain the services of ATL to perform laboratory testing of samples of the existing spillway concrete obtained during Task 1.3. Drilled concrete cores will be submitted for the following tests:

- ASTM C39 - Compressive Strength of Cylindrical Concrete Specimens – a maximum of four (4) cores will be tested for compressive strength; and
- ASTM C856 - Petrographic Examination of Hardened Concrete - a maximum of two (2) cores will be submitted for petrographic examination.

Following the laboratory testing, ATL will provide a Data Report that will include the concrete core logs and the laboratory test results. This report will be an appendix to the Condition Assessment Report (Task 2).

Task 2 – Condition Assessment Report

Following the site visit, CHA will prepare a Condition Assessment Report to document observations made of the existing condition of the spillway and to summarize the field work that was conducted. The report will include the following information:

1. Description of the concrete spillway structure;
2. Description of observed deficiencies;
3. Discussion of petrographic examination results;
4. Recommendation of short-term and long-term repair concepts;
5. Photographic Log; and
6. The GPR Survey Report, core logs and laboratory test results.

CHA will submit a draft report to City for review. Within two weeks of receiving review comments from the City, CHA will finalize the report. One signed and sealed hard copy of the final Condition Assessment Report and one electronic copy (.PDF format) will be submitted to City.

ASSUMPTIONS

- CHA and our subcontractors will be granted free and easy access to the project site and all properties contained therein.
- The City will assist CHA and our subcontractors with access to the spillway, which includes unlocking the access gate, as needed.
- The City will lower the pool elevation so that the spillway is not overtopping at the time of the field work.



- The City will clear the spillway of debris and vegetation prior to the field work.
- The City will provide a method to divert water (i.e. place sandbags) in the areas of the spillway where seepage is exiting the slabs in an attempt to survey as much of spillway chute as possible in dry conditions.
- Field work, including the GPR survey and core drilling, will take one day to complete.
- The Petrographic Examinations will take four (4) weeks to complete.

EXHIBIT B
PROJECT SCHEDULE

CHA can begin work on Task 1 within three (3) weeks of receiving Notice to Proceed. The field work will take one (1) day to complete.

The draft Condition Assessment Report will be submitted to the City within three (3) weeks of receiving the GPR survey report and laboratory test results. It is anticipated that the GPR survey report and laboratory test results will take three (3) to four (4) weeks to complete following the field work.



**EXHIBIT C
SCHEDULE OF FEES**

We propose to be compensated for the services outlined in Exhibit A and according to the schedule in Exhibit B on a lump sum basis for each task as follows:

Task	Description	Task Fee
Task 1.1	Site Visit	\$5,000.00
Task 1.2	GPR Survey	\$5,500.00
Task 1.3	Concrete Core Drilling Services	\$4,000.00
Task 1.4	Laboratory Testing	\$3,000.00
Task 2	Condition Survey Report	\$7,000.00
Total (Lump Sum) =		\$24,500.00

CHA will submit invoices monthly based on the percentage complete for these tasks.



Plattsburgh, New York

Kristofer Gushlaw
Asst. Chief Plant Operator
Water Pollution Control Plant

53 Green Street
Plattsburgh, NY 12901
Phone: 518-536-7519
Fax: 518-563-6083
gushlawk@cityofplattsburgh-ny.gov

May 17, 2016

Honorable Mayor James Calnon
And Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

RE: RECOMMENDATION FOR AWARD FOR "REMOVAL, DISPOSAL, AND REPLACEMENT OF ACTIVATED CARBON" FOR WPCP CONTRACT #2016-05

Mayor and Councilors:

On Friday, May 6, 2016 at 11:00AM, we received and opened bids in the City Council Chambers for Contract No. 2016-05, "Removal, Disposal, and Replacement of Activated Carbon." A tabulation of the two bids received is attached.

I have reviewed the bids received and find that the low bid conforms to the specified requirements. Therefore, I recommend that the contract be awarded to the low bidder, Carbon Activated Corporation, 3774 Hoover Road, Blasdell, NY 14219, for the total quoted cost of \$31,250.00. Results of the bid are attached for your information.

Sincerely,

Kristofer Gushlaw
Assistant Chief Plant Operator

Cc: Jon Ruff
David Powell
Pam LaValley
City Clerk
City Chamberlain



Plattsburgh, New York

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 May 19th, 2016, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on May 19th, 2016, and

WHEREAS, the Capital Expenditure Plan adopted January 12th, 2012, included a Bridge & Waterfront category, a Recreation Complex Facilities category and a Recreation Department Facilities category each containing items related to repair of flood damage as detailed below, and

WHEREAS, the Engineering and Planning Department established a May 2011 Flood Damage capital project for the items separately included in the Capital Expenditure Plan in the above named categories as it was adopted on January 12th, 2012, and

WHEREAS, the cost of the May 2011 Flood Damage project was estimated by the Engineering and Planning Department and was revised to provide for the project costs during 2014 and is being further revised to separate the Old Base Marina flood damage repairs to a new capital project created in 2016 and to close the remainder of the projects as having been completed therefore, the marina repairs will continue under a new project for the FEMA refunding of General Fund advances to complete the work, as follows:

	2012 Capital Plan	2012 Estimated Cost	2014 Revised Cost	2016 Revised Cost
Saranac River pedestrian suspension bridge	\$ 60,000	\$ 60,000	\$ -	\$ -
Sailor's Beach pedestrian bridge over RR tracks	20,000	20,000	20,000	20,000
Sailor's Beach flood damage repairs	15,000	14,983	14,983	14,983
Old Base Marina flood damage investigation/design	21,400	24,489	24,489	24,489
Old Base Marina flood damage repairs	800,000	800,000	800,000	-
City Beach/Crete Civic Center flood damage repairs	142,000	152,126	152,126	152,126
Healthy Lung Fitness Trail (Wilcox Dock) flood damage	38,464	38,464	38,464	38,464
Green Street – Saranac River storm drainage pipe	-	2,819	2,819	2,819
Macdonough Park masonry retaining wall	-	2,394	2,394	2,394
Champlain Park / Cumberland Avenue seawall	-	2,345	2,345	2,345
Oklahoma Avenue Old Base Marina building	-	7,089	7,089	7,089
Oklahoma Avenue engineering road/shoulder study	-	24,489	24,489	24,489
Total	<u>\$ 1,096,864</u>	<u>\$ 1,149,198</u>	<u>\$ 1,089,198</u>	<u>\$ 289,198</u>
Project Funding:				
General Fund Advance	\$ 880,000	\$ 880,000	\$ 800,000	\$ -
FEMA Public Assistance	216,864	269,198	210,146	210,146
General Fund serial bonds	-	-	79,052	79,052
Total	<u>\$ 1,096,864</u>	<u>\$ 1,149,198</u>	<u>\$ 1,089,198</u>	<u>\$ 289,198</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 19th day of May, 2016, as follows:

- 1) That, the amount of Two Hundred Ninety-eight Thousand One Hundred Ninety-eight and 00/100 (\$298,198.00) Dollars be and it is hereby appropriated to the Capital Project **May 2011 Flood Damage (H5110.38)** for the cost of the expenditures as further revised above during 2016 and is hereby authorized to be expended for such purpose.
- 2) That, Two Hundred Ten Thousand One Hundred Forty-six and 00/100 (\$210,146.00) Dollars of such appropriation be provided by FEMA Public Assistance small project funding submitted flood damage claims.
- 3) That, Seventy-nine Thousand Fifty-two and 00/100 (\$79,052.00) Dollars of such appropriation be provided from General Fund debt issued in the form of BAN's or serial bonds to pay for the cost of the unfunded project costs.
- 4) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



Plattsburgh, New York

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 May 19th, 2016, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on May 19th, 2016, and

WHEREAS, the Capital Expenditure Plan adopted January 14th, 2016, includes a Bridge & Waterfront category, and

WHEREAS, the Engineering and Planning Department is establishing a 2016 Old Base Marina Flood Damage project that was included in the Bridge & Waterfront category of the Capital Expenditure Plan adopted January 14th, 2016, and

WHEREAS, the cost of the Old Base Marina Flood Damage project has been estimated by the Engineering and Planning Department for the costs to implement the improvements during 2016, as follows:

	2016 Capital Plan	2016 Estimated Cost
Old Base Marina Flood Damage	\$ <u>997,000</u>	\$ <u>997,000</u>
Total	\$ <u>997,000</u>	\$ <u>997,000</u>
Project Funding:		
General Fund/FEMA reimbursement	\$ <u>997,000</u>	\$ <u>997,000</u>
Total	\$ <u>997,000</u>	\$ <u>997,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 19th day of May 2016, as follows:

- 1) That, the amount of Nine Hundred Ninety-seven Thousand and 00/100 (\$997,000.00) Dollars is included in the Capital Expenditure Plan adopted January 14th, 2016, and is hereby appropriated for the capital project **2016 Old Base Marina Flood Damage (H5110.59)** for the cost of the above improvements and is hereby authorized to be expended for such purpose.
- 2) That, Nine Hundred Ninety-seven Thousand and 00/100 (\$997,000.00) Dollars of such appropriation be provided by advances from the General Fund as the project proceeds, but that such advances will be reimbursed to the General Fund through FEMA funding payments as the project is completed.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK

ADDENDUM TO MARINA MANAGEMENT AGREEMENT

Between

NAVTOURS, USA, Inc.

And

The CITY OF PLATTSBURGH, NEW YORK

WHEREAS, on or about January 8, 2015 Navtours, USA, Inc. (“Navtours”) and the City of Plattsburgh (“City”) entered into a Marina Management Agreement (“Agreement”); and

WHEREAS, Navtours and the City desire to amend Section 6(A); 6(B) and 9 of the Agreement and to add Section 21 to the Agreement;

NOW THEREFORE, Navtours and the City hereby agree that Section 6(A); 6(B) and 9 of the Agreement heretofore entered into between the parties shall be amended, and Section 21 shall be added, as follows:

6(A). Negotiated Fixed Credit: The City shall pay Navtours, in the form of an annual credit, a Fixed Credit Component of Twenty Six Thousand Dollars (\$26,000) annually. It is the intention of the Parties that the City will not physically remit this \$26,000 to Navtours but rather Navtours will receive an annual credit in the amount of \$26,000 to be applied to a discounted slip fee for exactly 12 slips. Navtours will be allocated 12 slips for their charter operations to be paid at a fixed length of 40 feet, regardless of the length of the boat. 2015 seasonal boat slip rates are set by the City at \$82 per lineal foot of boat length. Future rates will be set by the City. Navtours will be invoiced \$13,360 and must remit payment by June 1, 2016 (12 slips x 40 feet per boat x \$82 per foot = \$39,360 - \$26,000 = \$13,360).

6(B) Incentive Fee Basis: The City will pay Navtours an Incentive Fee annually, in arrears, thirty days after the close of each operational season. The Incentive Fee will be 20% of all transient dock fees collected by Navtours. Transient docking spaces will include the first 12 slips occupied by Navtours when their leased boats are away as well as the other transient slips and mooring spaces as defined by the City. In addition, Navtours will implement the new fee structure for transient spaces on behalf of the City so that the first two hours occupying a transient space will be \$5 and then \$5 each hour thereafter.

9. STAFFING/HOURS OF OPERATION/SEASON OF OPERATION

Each season will run from May 13th through October 10th of each year during which times Navtours will ensure the Marina is staffed and operated. Within this season, there will be a “peak season”, requiring the highest staffing levels, and an “off-peak season” requiring reduced staffing levels. Reductions in the staffing levels and hours of operation can be granted with

prior approval from the Recreation Department during periods of inclement weather or low usage.

(A) **Peak Season.** Except as set forth in Section (C) below, Navtours will ensure that the Marina is fully staffed and operated, at a minimum, seven days a week from 9:00 a.m. through 8:00 p.m., from June 16th through June 30th and from 9:00 a.m. through 9:00 pm from July 1st to September 5th of each year. Navtours will ensure that during this peak season, there will be a Harbor Master or Assistant Harbor Master on site from at least 12 p.m. to 8 p.m./ 9 p.m. during this period.

(B) **Off-Peak Season.** Navtours will ensure that the Marina is sufficiently staffed and operated on Friday/Saturday/Sunday from 10:00 a.m. through 6:00 p.m. from May 13th through June 14th and September 6th through October 10th of each year.

(C) **Welcome Center** shall be open on Friday/Saturday/Sunday from May 13th through June 14th and from September 6th through October 10th from 10:00 a.m. to 6:00 p.m. and shall be open daily from 9:00 a.m. through 8:00 p.m., from June 16th through June 30th and from 9:00 a.m. through 9:00 pm from July 1st to September 5th of each year.

21. Sale of Goods. The City and Navtours shall sell fresh and/or packaged food in the Welcome Center with transactions processed via the Marina's point of sale system. Upon approval by the City of the types of items to be offered for sale, it is understood that Navtours shall purchase the goods for sale. There shall be a preference for seasonal and locally sourced items. After the deduction of expenses for goods for sale, applicable sales tax, and equipment/supplies, City and Navtours shall split equally the net sales of these food items. Navtours shall be responsible submitting to City receipts for purchases of goods for sale and equipment/supplies to derive at net sale amount to be divided.

That all other provisions of said contract not hereby amended by this Addendum shall be and remain in full force and effect as written, including the other subparagraphs of Section 6 and 9.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Addendum to the Agreement on the dates indicated below.

CITY OF PLATTSBURGH

Navtours USA, Inc.

By: Mayor James Calnon

By: _____

Mayor James Calnon

Dated: May __, 2016

Dated: May __, 2016



Department of Assessment

Kathy A Livingston
Assessor
41 City Hall Place
Plattsburgh, NY 12901
518-563-7708
518-563-6684 fax
livingstonk@cityofplattsburgh-ny.gov

May 9, 2016

Mayor James Calnon &
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor and Council Members:

I request approval to travel and complete two continuing education courses in order to fulfill my NYS requirements as a Certified Assessor.

- ① The first course is entitled "*Analysis of Operating & Expense Statements*" and is being presented in Herkimer, NY on June 10, 2016. The cost will not exceed \$521, which will be paid out of Training/Education and Mileage expense accounts.
- ② The second course is entitled "*Real Property System Version 4: Nuts & Bolts*" and is being held in Ithaca, NY on July 11th through July 14, 2016. The cost for this course will not exceed \$1485 and reimbursement from NYS Department of Taxation & Finance is expected to be \$729 with the balance of \$756 being paid out of Training/Education and Mileage expense accounts.

Thank you for your consideration. Please contact me if you have any additional questions or require additional information.

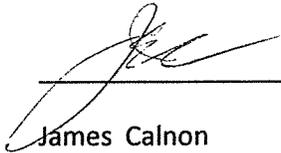
Respectfully submitted,

Kathy Livingston
Assessor

MOA – May 18, 2016

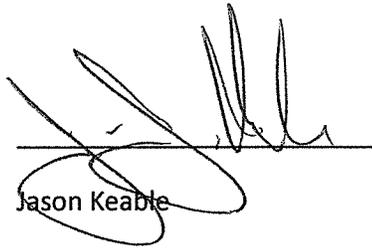
1. Term of Contract: July 1, 2015 through June 30, 2018.
2. Provide salary increases:
 - a. July 1, 2015; 2.0%
 - b. July 1, 2016; 2.0%
 - c. July 1, 2017; 1.5%
3. Adjust Longevity to the following cumulative amounts, effective on signing, no retroactive application or payment:
 - a. 5-10 years; \$0.40/ hour
 - b. 11-15 years: \$1.00
 - c. 16-20 years: \$1.25
 - d. 21-25 years; \$1.55
 - e. 26-30 years; \$1.90
 - f. 31-35 years; \$2.30
 - g. 36-40 years; \$2.80
4. Adopt City Health Insurance Proposal:
 - a. Merge POS plans (HMO equivalents) into one PPO.
 - b. Provide nationwide Blue Network for resulting PPO
 - c. Increase Traditional Plan Deductible amounts.
 - d. Provide Medicare Supplement Plan F for Medicare Eligible; United Healthcare no-deductible Plan F.
 - e. Single \$20 co-pay for all Doctor visits.
 - f. Adjust prescription co-pays.
5. Article VI, Section 1(G). Allow City to require a Doctor's certificate for 2 days of sick leave if sick leave abuse is reasonably suspected.
6. Article VI, New Section 8. Current Sick Leave Pool Practice shall be replaced by Policy.
7. Article VIII, Section 4, Subpoenas. Allow the use of any leave time to respond to subpoenas.
8. Article XI, Section 4(c). Eliminate advancing days of sick leave on credit.
9. Article XV, Section 1 (D). Amend to allow the City to fill openings from among the 3 most senior applicants that meet qualifications.
10. Article XV, Sections 5, 6, 7. Each of these sections should start with, "...laid off according to Civil Service Rules. If Civil Service does not prescribe rules for specific layoffs, employees...."
11. Article XIX (B). Change language on "special conferences provisions of this Agreement found in Article XVII, Section 6."
12. Article XIX, Section 1 (A). Include all legally protected groups.
13. Domestic Partnership allowed, with additional premium equivalent to be 20% employee share and 80% City share.
14. Any AFSCME employees that drive a city-owned vehicle will be included in Random and Incident-based Drug and Alcohol Testing Policy.
15. Volunteer Firefighters actively engaged in an incident at the time they are expected to be at work may use any accumulated leave to complete their firefighter duties.

16. Article X, Section 3. A. Change the differential from \$0.60 to \$1.00
17. Article X, Section 5. Change the premium for supervision from \$.25 to \$1.50
18. Adopt all changes regarding wording agreed upon by Union/Management Committee.
19. Adopt changes noted as needing Legal review as follows:
 - a. Article VI, Section 8. Sick Leave Pool amended.
 - b. Article VIII, Section 3. Update reference to Election Law.
 - c. Article VIII, Section 7. Left unchanged, fixed reference to Section VI.
 - d. Article VIII, Section 12. unchanged
 - e. Article XII. Add current Retirement Tiers 5 & 6.
 - f. Article XIV, Section 2. Civil Service Rules will regulate probationary periods.
 - g. Article XV, Section 8. Add "subject to Civil Service Laws and Regulations."
 - h. Article XVII, Section 4. unchanged
 - i. Article XX, Section 1. Update to match law.
 - j. Article XX, Section 5A. Change hours for benefits from 25 to 30
 - k. Article XX, Section 5B. change 5 months to 6 months



James Calnon

City of Plattsburgh



Jason Keable

AFSCME



Plattsburgh, New York

Richard A. Marks
City Chamberlain

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

DATE: May 18, 2016
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Finance & Data Processing – Budget Transfers

It is being requested to adjust the 2016 General Fund Budget as follows:

Decrease: Appropriation: Finance – Regular Payroll	1-1310000 1100	\$ 5,080.00
Decrease: Appropriation: DP – Regular Payroll	1-1680000 1100	\$14,920.00
Increase: Appropriation: DP – Contract Services	1-1680000-4430	\$20,000.00

This request provides for a transfer within the 2016 General Fund Budget for the unbudgeted costs for the temporary labor services to provide for customer service staff while the process to hire permanent employees is pursued through civil service. The transfer of \$20,000.00 for the estimated cost is being made from the regular payroll lines budgeted in the Finance and Data Processing segments of the 2016 General Fund Budget, requiring no change to the total General Fund Budget for 2016.

Thank you for your attention to this request.

Cc: Carole Garcia

City of Plattsburgh
Weekly Expenditure Analysis - Large Dollar Items
Week of 5/20/2016

City:	Payee	Description	Amount
	Humana Ins Co of NY	April through June 2016 premiums for 61 City retirees - all departments	50,633.43
	City Chamberlain - T&A Acct.	Transfer wire payment - weekly Blue Shield & monthly CanaRx cost	31,826.55
	Drummac Septic Service	33 loads of sludge hauled to Franklin County landfill & Grasslands - WPCP - April 2016	13,195.06
	Law Offices of Dean C. Schneller	Corporate Counsel services all City Depts. net of payroll - Mar 27, 2015 to Apr 26, 2016	11,172.50
	City Chamberlain - Soc Sec Acct.	Transfer to deposit FICA/Medicare Payroll withholding	10,135.55
	Hill & Markes Inc.	Bathroom supplies beach, parks & rec facilities - Rec & Rec Complex - Apr/May 2016	9,781.55
	Sunny Meadow Farms, Inc.	Deposit payment July 4th & Mayor's Cup Fireworks (bigger finales) - July 2016	8,000.00
	Goldberger & Kremer	Labor matters service plus health care litigation - Corp Counsel - April 2016	4,410.80
	Platinum Plus for Business	Rec credit card - office supplies & equipment, travel and conferences -Mar/Apr 2016	4,349.45
	Surpass Chemical Co.	4,982 gal 15% Surchlor Bulk for purification - WPCP & WFP - April 2016	4,055.35
	North Country Cleaners	Janitorial service for buildings - Police & City Hall - April 2016	3,783.33
	Glens Falls National Bank	Lock box fees for banking - Data Processing - February/March 2016	3,756.56
	Motion Industries Inc.	Aeration maintenance/repair parts gear couplings & couplers - WPCP - April 2016	3,646.07
	Pyrotecnico Fireworks	Fireworks deposit for BOP - Celebration BOP - September 12, 2016	3,200.00
	NYS Electric & Gas	Electric & Natural Gas - Gym, Pump Stations, Compost Plant, Library - April 2016	3,076.79
	Burke Group	GASB 45 interim report preparation for fiscal year end 2015 - all depts.	3,000.00
	Vermont Tent Co.	Deposit 2016 Mayor's Cup band shell tent rental - Celebrations - July 2016	1,700.00
	Westaff	Temporary Typist for permanent clerical absences - Finance - May 2016	1,699.79
	Mail Finance	Postage machine final lease payment reimbursed - Data Proc. - 2nd Qtr. 2016	1,688.10
	Others - 97 total others	Various	19,542.16
		Total City	192,653.04
MLD:			
	New York Power Authority	Electricity purchased for resale for April 2016	650,183.94
	GotToGo Electric Inc.	32 electronic read electric meters, parts and adapters - April/May 2016	11,594.00
	Humana Ins Co of NY	April through June 2016 premiums for 61 City retirees	7,532.48
	City Chamberlain - T&A Acct.	Transfer wire payment - weekly Blue Shield & monthly CanaRx cost	4,734.68
	City Chamberlain - Soc Sec Acct.	Transfer to deposit FICA Payroll W/H	2,938.20
	Verizon	Substation Safety Lines, wireless and cell phone charges - April 2016	1,613.24
	Others - 25 others	Various	5,111.57
		Total MLD	683,708.11
Specials:			
	Capital Expenditures	\$31.4k dams, \$16.8k sewer CAPS, \$6.8k So Platt, \$4.98k streets, \$1.1K bldgs.	61,028.08
		Total Specials	61,028.08
	Gross Total		\$ 937,389.23
	Less: Inter-Fund Transactions		-
	Total Net Expenditures		\$ 937,389.23
Payroll:			
		Pay Period	Year to Date
	Total Payroll Headcount	259	290
	Base Hourly & Salary	156,450.18	\$ 4,305,615.97
	Overtime, Standby & Shift Differentials	5,922.18 3.79%	310,681.30 7.22%
	Vacation, Holiday, Pers. & Accum. Leave	\$4.1k Brown (YTD \$11.6k Martin \$3.9k Edwards, \$3.6k Robinson, Stone \$33.5k, Riley \$9.6k) 9,819.55 6.28%	692,289.03 16.08%
	Sick, Bereavement Leave	3,723.31 2.38%	155,304.79 3.61%
	Longevity - AFSCME weekly \$2.3k	YTD Mgt. payout - Stone \$14.8k 2,114.00 1.35%	56,291.66 1.31%
	Higher Class Pay	1,153.27 0.74%	13,928.67 0.32%
	Sick Leave Buyout		-
	Health Insurance Buyout	(50.00) -0.03%	24,125.00 0.56%
	Clothing/Uniform Allow - PD, MLD		-
	College Degree Allowances		-
	Severance - sick leave time	\$14 Brown (YTD Martin \$41.4k, Stone \$59.2k, Riley \$36.8k) 138,112.47 3.21%	
	Retroactive Pay		6,089.93 0.14%
	Grand Total	\$ 179,132.49	\$ 5,702,438.82
	Overtime, Standby & Shift Diff	Fire \$ - 0.00%	\$ 109,613.64 35.28%
		Police 1,792.16 30.26%	65,511.91 21.09%
		DPW 605.37 10.22%	49,292.41 15.87%
		MLD 1,595.94 26.95%	43,029.98 13.85%
		WPCP 1,106.73 18.69%	25,486.34 8.20%
		Other City Depts. 821.98 13.88%	15,782.89 5.08%
		Library - 0.00%	1,964.13 0.63%
		Overtime, Standby & Shift Diff - by depart.	\$ 310,681.30