1. Agenda

   Documents:

   AGENDA 03-26-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 03-26-20.PDF
   MEETING DOCS 032620 COMPLAINT REPORT 3.18.20 - 3.24.20.PDF

2.I. Local Law P-2 Of 2020

   Documents:

   LOCAL LAW P-2 OF 2020 MARCH 12 2020 WATER RATE TWO TIERS.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
March 26, 2020
5:30 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Paul DeDominicas (W4), Patrick McFarlin (W5), Jeff Moore (W6)
Absent:
****
MAYOR'S COMMENTS:
****
1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on March 12, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
****
2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending March 25, 2020 in the amount of **$ 488,821.60_** 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 _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
****
3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report from the Building Inspector's office for the week of March 18 – 24, 2020
- Minutes from the Finance & Budget Committee meeting held on March 19, 2020
- Report from the Parking Violations Bureau for February 2020
- Reports from the Police Department dated March 23, 2020

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor DeDominicas

MLD - MLD Board President Councilor McFarlin

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

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

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4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending March 27, 2020 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 _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

_____

****

7. OTHER ITEMS:

A. RESOLVED: In accordance with the request therefore the Common Council approves that the Mayor is authorized to sign a Construction Access License Agreement with St. John's Church to allow the City to construct improvements to a section of the sidewalk at the northwest corner of St. John's Church's property on Margaret Street as part of the larger improvements associated with construction of the Arnie Pavone Memorial Parking Plaza.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

B. RESOLVED: In accordance with the request therefore the Common Council authorizes the Mayor to enter into a waiver agreement with the Clinton County Planning Board pursuant to General Municipal Law 239-m(3)(c) which waiver agreement provides that certain proposed actions set forth in the agreement are of local, rather than inter-community or county-wide concern, and are not subject to referral under General Municipal Law 239-m.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

C. APPROVING ABANDONMENT OF DIVISION STREET FOR ARNIE PAVONE MEMORIAL PARKING PLAZA PORTION OF DOWNTOWN AREA IMPROVEMENT PROJECTS

WHEREAS, the City of Plattsburgh revitalization efforts will involve several downtown area improvement projects known as the Downtown Area Improvement Projects (DAIP); and

WHEREAS, the City of Plattsburgh Common Council determined to conduct comprehensive review of the DAIP through preparation of a Generic Environmental Impact Statement (GEIS) pursuant to the State Environmental Quality Review Act (SEQRA) and Section 617.10 of Title 6 of the New York Compilation of Codes, Rules and Regulations; and

WHEREAS, the Common Council, as duly designated Lead Agency pursuant to SEQRA, conducted a thorough SEQRA review of the DAIP, including conducting scoping, preparing Draft and Final Generic Environmental Impact Statements (EIS), conducting a Public Hearing and adopting a SEQRA Findings Statement; and

WHEREAS, the Findings Statement determined, among other things, that given the demonstrated public need and benefit of the DAIP, its lack of significant adverse environmental impacts and its avoidance of

such impacts by project design, location and mitigation, the decision to proceed with the Project as proposed gave due consideration to and represented a reasonable and proper balancing of environmental considerations with social, economic and other relevant considerations; and

WHEREAS, the Findings Statement further determined and certified that, consistent with social, economic and other essential considerations from among the reasonable alternatives available, the DAIP avoids or minimizes adverse environmental impacts to the maximum extent practicable and incorporates as conditions to the Board's decision those mitigation measures that were identified as practicable; and

WHEREAS, approval from the Common Council is now needed for the abandonment of Division Street, which is required to enable the Arnie Pavone Memorial Parking Plaza (APMPP) to proceed; and

WHEREAS, to maximize the amount of public parking in the APMPP, Division Street will need to be converted to publicly accessible parking spaces and sidewalks; and

WHEREAS, written notice of proposed abandonment of Division Street was sent by certified mail to both adjoining landowners, Community Bank and St. John's Church on or about March 9, 2020, and public notice duly published; and

WHEREAS, St. John's Church does not use or rely on Division Street for ingress or egress to their property and Community Bank has requested that a means of egress be provided through the APMPP from their property; and

WHEREAS, notice of a public hearing was duly announced regarding a potential change to the official map of the City of Plattsburgh and the public hearing was completed on March 26, 2020; and

WHEREAS, the City Planner, with input and comments from the City Planning Board, has provided a report to the Common Council regarding the potential abandonment of Division Street.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Common Council has reviewed the proposed abandonment of Division Street and finds that it constitutes an integral component of the APMPP portion of the DAIP which was thoroughly reviewed under SEQRA.

2. The potential environmental impacts of the abandonment of Division Street were adequately addressed as an essential component of the APMPP portion of the DAIP in the GEIS and the Findings Statement and the proposed abandonment of Division Street is not likely to result in any new or different environmental impacts than those previously considered during SEQRA review of the DAIP. Therefore, no further SEQRA review is necessary.

3. Pursuant to Chapter 295 of the City Code, that the Common Council of the City of Plattsburgh finds that Division Street provides partial access only to a single lot or parcel of land and the City Planner advises, and the Common Council concurs and finds that Division Street, to the extent it is used as a vehicular thoroughfare, is not likely to be needed for a public purpose, including access, now or at any time in the foreseeable future and is therefore abandoned as a City Street, and the official map of the City should be changed to reflect this abandonment.

4. That the former footprint of Division Street will retain a public use to the extent the parking spaces and adjoining sidewalk will be open and utilized by the public.

5. That Community Bank, or their assigns, shall retain a means of egress from their parcel through the APMPP.

6. That, since the former footprint of Division Street will be utilized for a proper public purpose, the City will retain all rights and title to the former footprint of Division Street.
7. The Common Council authorizes and directs the Mayor, City Clerk, Director of Community Development, City Attorney and/or Special Legal Counsel to take such further actions as may be necessary to effectuate the intent of this Resolution.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:
****

D. RESOLVED: In accordance with the request therefore the Common Council agrees to and authorizes the execution of Amendment No. 3 to the agreement with CDM Smith for work on a time and expense basis for a not to exceed fee of $19,600, thereby increasing the upper limit from $666,900 to $685,500.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:
****

E. RESOLVED: In accordance with the request therefore the Common Council agrees to and authorizes the execution of a March 2, 2020 agreement with Schnabel Engineering for "Mead Reservoir Hazard Classification Study" for the lump sum fee of $20,500.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

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F. ADOPTION OF LOCAL LAW P-2 OF 2020: A local law amending in its entirety city code section 348-24 and setting water service rates and enacting regulations for levy and collection of water charges."

This Local Law shall take effect immediately upon approval by the Mayor and filing with the New York Secretary of State. 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 said local law is made part of the minutes of this meeting.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. ORDINANCES

A. BE IT ORDAINED by the Common Council of the City of Plattsburgh, as follows:

ORDINANCE 2020-8A; AUTHORIZATION FOR DRIVEWAY CONNECTING TWO STREETS (Beekman St and Cornelia St.)

The Common Council of the City of Plattsburgh hereby ordains as follows:

1. **Findings:** The Common Council finds:
   i. City Code §360-22 D[i] prohibits driveways that connect two City streets except by ordinance adopted by the Common Council
   ii. There is an application pending for site plan approval and a building permit to construct a 94 unit addition and related site improvements on Tax Map Parcel ID # 206.-1-26.113 known as the Samuel F. Vilas Home assisted living facility.

iii. The application site plan entitled "Samuel F. Vilas Home Site Plan 2019" dated February 27, 2020 shows a driveway that connects Cornelia St. and Beekman St. In addition, a sketch plan traffic analysis dated, March 3, 2020 is provided as a detailed plan of the proposed exit only driveway to Cornelia St.

iv. The City Planner has coordinated with the Building Inspector, Fire Department, Police Department, and the Department of Public Works and the proposed the site plan with driveway will not adversely impact traffic movement on Cornelia St. and Beekman St. and will not foster a "shortcut" access point.

v. The primary purpose of City Code §360-22 D is to prohibit private drives that connect parallel streets and permit motorists to take a "shortcut" to their destination. In this case, the driveway only allows exit to Cornelia St through a traffic controlled parking lot and is unlikely to be used by anyone other than persons patronizing the facility to be constructed on the lot.

2. **Authorization and Waiver:** Based upon the foregoing findings, the Common Council does hereby approve the construction of a private driveway that connects Cornelia Street and Beekman Street as shown on "Samuel F. Vilas Home Site Plan" dated 2/27/20 and Sketch Traffic Analysis dated 3/3/20 and hereby waives the requirements of City Code §360-22 D with respect to the proposed private driveway.

3. **Effective Date:** This ordinance shall take effect immediately upon approval by the Mayor and publication of the ordinance, or a summary thereof, one time in the official newspaper of the City of Plattsburgh and on the City website.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. TRAVEL REQUEST: None

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9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

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10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

_____

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Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Roll Call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
MEETING ADJOURNED: _____

_____

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

LEVI J. RITTER
Chief of Police

March 6, 2020,

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

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for February 2020.

Respectfully Submitted,

Chief Levi J. Ritter
Plattsburgh Police Department

PARKING VIOLATIONS BUREAU

Monthly Report for February 2020

	Feb 2020	Feb 2019
TICKETS ISSUED:	109	360
TICKETS COLLECTED:	96	310
REVENUE FOR MONTH:	$3,947.50	$7,803.50

YEAR TO DATE TOTALS:

	Feb 2020	Feb 2019
TICKETS ISSUED:	338	860
TICKETS COLLECTED:	283	615
REVENUE:	$10,187.50	$15,079.25

COMPARISON:
Parking tickets issued for Feb. 2020: DOWN: 251
Parking tickets collected for Feb. 2020: DOWN: 214
Revenue for Feb. 2020: DOWN: $3,856.00
Amount Dismissed: $730.00

Breakdown for February 2020

CITY OF PLATTSBURGH PARKING TICKET SYSTEM 2/29/2020

SUMMARY OF PARKING TICKETS - BY OFFICER

VL	--DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1	HANDICAP	2	2	0	0	75	75
2	NO PARKING	1	1	4	5	88	103
3	OVERTIME 10 MIN	0	0	0	0	0	0
4	OVERTIME 30 MIN	0	0	0	0	0	0
5	OVERTIME 2 HRS	0	0	0	0	0	0
6	NO STAND/STOP	1	1	0	0	25	25
7	FIRE HYDRANT	0	0	2	2	100	100
8	FIRE LANE	0	0	0	0	0	0
10	BLOCKING SIDEWALK	0	0	0	0	0	0
11	LEFT WHEEL CURB	0	0	0	0	0	0
12	BLOCKING XWALK	0	0	1	1	18	18
13	BLOCK DRIVEWAY	0	0	1	1	35	35
14	LOADING ZONE	0	0	0	0	0	0
15	DOUBLE PARK	0	0	0	0	0	0
16	TOO CLOSE INTERSE	0	0	0	0	0	0
18	OBST. LANE	0	0	1	1	35	35
19	TAXI ONLY	0	0	0	0	0	0
20	BUS STOP	0	0	0	0	0	0
22	WRONG WAY	0	0	0	0	0	0
23	EMPLOYEE PERMIT	0	0	0	0	0	0
24	PARKING BAN	0	0	0	0	0	0
25	UNINSPECTED	0	0	0	6	0	307
26	OVERTIME PARKING	0	0	0	0	0	0
27	OVERTIME 4 HOUR	0	0	0	0	0	0
40	UNREGISTERED	0	0	1	1	74	74
41	DOUBLE PARK	0	0	0	0	0	0

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

90	NO PARKING EVEN	0	0	0	0	0.00	0.00
91	NO PARKING ODD	0	0	0	0	0.00	0.00
92	NO PARK 7AM-5PM	0	0	0	0	0.00	0.00
94	MEDIAN	0	0	0	0	0.00	0.00
95	20' INTERSECTION	0	0	0	0	0.00	0.00
96	30' SIGN/INTERSECTN	0	0	0	0	0.00	0.00
97	NO ACCESS/HDCP	0	0	0	0	0.00	0.00
98	12" CURB	0	0	0	0	0.00	0.00
99	12"CURB 1 WAY	0	0	0	0	0.00	0.00
101	FACING WRONG2W	0	0	0	0	0.00	0.00
105	EXCEEDED 72HRS	0	0	0	0	0.00	0.00
107	SNOW 12:01-6 AM	0	0	0	0	0.00	0.00
108	SNOW CPL 2AM-6AM	9	9	0	0	351.00	351.00
110	EXCEEDED 90 MIN	0	0	0	0	0.00	0.00
111	FRONT YARD	0	0	0	0	0.00	0.00
199	PARKING BAN	0	0	9	285	371.00	1,338.00
200	OVERTIME PARKING	0	0	18	72	292.50	1,344.00
201	PARKING bAN	0	0	64	212	2,697.00	9,659.00
202	CITY ROW	0	0	0	0	0.00	0.00
	Other	0	0	1	21	0.00	0.00
	TOTALS:	4	4	105	334	3,865.50	13,183.00

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254 109
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 338

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93% 3.67 %
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83. 96.33 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93% 1.18 %
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.0 98.82 %

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 03/15/2020 00:00 TO 03/22/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	0	0	0	0	0	1	0	1	0	1	0	0	3
ABC VIOLATIONS	0	0	0	0	0	0	0	0	0	0	1	0	0	1
AIDED MEDICAL	0	0	0	0	1	0	0	0	0	1	0	1	0	3
ALARM	0	1	0	1	2	0	1	1	0	0	0	0	0	6
ANIMAL DOMESTIC	0	0	0	0	0	0	0	1	0	1	0	0	0	2
ASSAULT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
BEAT MONITORING	0	2	0	0	0	0	0	0	0	0	0	0	0	2
BKGRND INVST CIVILIAN	0	0	0	0	0	0	10	6	0	0	0	0	0	16
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CRIMINAL MISCHIEF	0	0	0	0	0	2	1	0	0	0	0	0	0	3
DEATH INVEST	0	0	0	0	0	1	0	0	0	0	0	0	0	1
DISORDERLY PERSONS	0	1	1	0	0	0	1	0	0	0	2	1	0	6
DOMESTIC	0	1	1	1	0	0	0	1	1	1	3	2	1	12
DOOR UNLOCKING	0	0	0	0	1	0	1	0	0	0	0	0	1	3
DRUG INVESTIGATION	0	0	0	0	0	2	1	0	1	0	1	0	0	5
DWI / IMPRD / DRUGS	0	0	0	0	0	0	0	0	0	0	0	0	1	1
EMOTIONALLY DISTRBD PERSN	0	0	0	0	0	0	0	0	1	0	2	1	0	4
FINGERPRINTING	0	0	0	0	0	1	0	1	0	0	0	0	0	2
FOOT PATROL	0	0	2	0	0	0	0	0	0	0	0	0	3	5
HARASSMENT	0	0	0	0	1	0	1	0	0	0	0	1	0	3
INSECURE PROPERTY	0	0	0	0	0	0	0	0	0	0	0	1	1	2
JUVENILE	0	0	0	0	0	0	0	0	1	0	1	0	1	3
LARCENY	0	0	0	0	0	1	3	0	0	1	1	0	1	7
LOST AND FOUND	0	0	1	0	0	0	1	1	2	2	0	0	1	8
M/V ACCIDENT	0	0	0	0	2	2	1	1	3	0	0	0	0	9
M/V OFFENSE	0	0	0	0	0	0	0	0	0	2	0	0	0	2
MEDIATION-NO OFFENSE	0	0	0	0	0	0	1	0	0	0	0	0	0	1
MISC CALLS	0	0	0	0	0	0	2	0	1	3	3	2	3	14

MISC OFFENSES	0	1	0	0	0	0	1	0	0	0	0	0	0	2
MISSING PERSON	0	0	0	0	0	0	0	1	0	0	0	0	0	1
NEIGHBOR CRISIS	0	0	0	0	0	0	0	0	0	0	1	0	0	1
NOISE VIOLATION	0	5	0	0	0	0	3	1	1	1	1	2	4	18
OUTSIDE AGENCY ASSIST	0	0	0	0	0	1	0	0	0	0	0	0	0	1
PAROLE NOTIFICATION	0	0	0	0	0	1	1	0	0	0	0	0	0	2
PRISONER TRANSPORT	0	0	0	0	0	1	0	0	0	0	0	1	0	2
REPOSSESION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	2	1	0	0	0	0	0	3
SERVICES	0	0	0	0	0	3	0	0	0	0	0	0	0	3
SEX CRIMES	0	0	0	0	0	0	0	1	0	0	0	0	0	1
SEX OFFNDR REGISTRATION	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SICK LEAVE	0	0	1	0	0	0	0	1	0	0	0	0	0	2
SUSPICIOUS ACTIVITY RPT	0	0	1	0	0	0	1	0	0	0	0	1	0	3
TRAFFIC STOP	0	4	1	1	0	0	1	2	3	0	2	3	5	22
TRESPASSING	0	0	0	0	0	0	2	0	1	1	0	0	1	5
WELFARE CHECK	0	1	0	0	0	0	1	1	3	4	1	2	1	14
Totals:	0	16	9	3	7	15	37	20	20	18	21	18	24	208

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 03/22/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	4	4	0	2	2	2	0	6	1	3	6	1	31
ABC VIOLATIONS	0	12	0	0	0	0	0	1	0	0	1	0	2	16
ABSCONDED	0	1	0	0	0	0	1	0	1	0	0	0	1	4
ADMINISTRATIVE	0	1	2	2	0	1	1	2	0	2	2	3	0	16
AIDED MEDICAL	0	7	4	3	2	2	7	6	9	3	13	7	6	69
ALARM	0	5	11	5	7	8	9	4	6	3	5	1	3	67
ANIMAL DOMESTIC	0	1	2	1	0	3	1	5	2	3	2	4	4	28
ANIMAL WILD	0	0	0	0	0	0	1	1	0	0	0	0	0	2
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	1	2	0	3	0	1	0	0	2	1	2	0	12
BEAT MONITORING	0	21	10	0	0	0	0	0	0	0	1	0	0	32
BKGRND INVST CIVILIAN	0	0	0	6	27	57	53	16	5	1	0	0	0	165
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	0	0	0	0	0	0	1	1	4	0	6
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	1	2	0	3
CITY CODE VIOLATION	0	0	0	0	0	2	1	0	0	1	4	0	0	8
CRIMINAL MISCHIEF	0	0	0	0	0	6	3	2	5	3	2	0	0	21
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	0	1	1	2	1	1	0	0	0	1	1	8
DISORDERLY PERSONS	0	10	7	3	0	2	5	4	3	6	7	1	6	54
DOG SEIZURE	0	0	0	0	0	0	0	1	1	1	0	0	0	3
DOMESTIC	0	5	6	5	2	2	5	4	6	9	12	11	11	78
DOOR UNLOCKING	0	0	1	1	6	4	15	11	11	11	8	2	4	74
DRUG INVESTIGATION	0	1	1	0	2	7	5	9	11	4	3	4	2	49
DWI / IMPRD / DRUGS	0	0	2	0	1	0	0	0	0	0	0	0	3	6
EMOTIONALLY DISTRBD PERSN	0	2	3	3	0	3	3	6	4	4	6	5	11	50
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FINGERPRINTING	0	0	0	0	2	15	25	24	11	5	3	2	0	87

FIRE	0	0	0	0	0	0	1	0	0	0	0	1	1	3
FOOT PATROL	0	9	10	4	0	3	3	2	4	4	1	5	10	55
FRAUD	0	0	0	0	0	0	1	3	1	1	0	1	0	7
HARASSMENT	0	2	1	0	2	3	6	7	7	5	2	8	5	48
INSECURE PROPERTY	0	5	5	1	0	0	0	0	0	0	0	1	3	15
JUVENILE	0	0	0	0	1	5	5	5	5	2	2	0	3	28
LARCENY	0	3	0	0	3	5	13	10	12	8	7	3	3	67
LOST AND FOUND	0	2	6	1	3	8	4	9	10	8	4	1	3	59
M/V ACCIDENT	0	1	1	0	6	15	20	32	49	26	15	5	5	175
M/V OFFENSE	0	2	1	0	0	1	2	2	0	3	3	4	6	24
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIHUANA INVST	0	0	0	0	0	1	0	0	0	1	0	1	0	3
MEDIATION-NO OFFENSE	0	0	1	0	0	0	5	1	1	0	1	0	0	9
MISC CALLS	0	6	5	2	2	6	10	15	15	12	10	11	13	107
MISC OFFENSES	0	3	0	0	0	5	4	2	4	2	1	2	0	23
MISSING PERSON	0	0	0	0	3	1	1	1	0	1	1	0	0	8
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	0	0	0	0	3	2	3	1	2	4	2	1	18
NOISE VIOLATION	0	27	12	3	1	5	7	6	6	14	9	17	23	130
OPEN CONTAINER	0	0	0	0	0	0	0	0	0	0	0	0	1	1
OUTSIDE AGENCY ASSIST	0	1	1	0	0	3	0	2	4	2	1	0	1	15
PARKING VIOLATIONS	0	6	1	1	1	0	5	11	8	2	3	2	0	40
PAROLE NOTIFICATION	0	0	0	0	0	7	10	8	2	0	0	0	0	27
PRISONER TRANSPORT	0	0	1	0	3	24	1	4	2	3	4	1	0	43
PROPERTY RETRIEVAL	0	0	0	0	0	0	3	2	6	4	1	6	1	23
REPOSSESION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	4	7	2	7	0	0	0	0	20
SERVICES	0	4	3	3	2	5	3	8	3	6	1	4	3	45
SEX CRIMES	0	0	0	0	0	1	3	6	3	2	4	0	0	19
SEX OFFNDR REGISTRATION	0	0	0	0	0	22	15	4	8	2	1	0	0	52
SICK LEAVE	0	0	5	11	7	2	6	7	24	13	4	1	7	87
SUSPICIOUS ACTIVITY RPT	0	1	8	1	2	2	4	4	4	3	4	10	8	51
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	1	1	4	0	7

TRAFFIC STOP	0	43	30	5	0	8	23	12	17	17	25	95	104	379
TRESPASSING	0	1	6	1	2	1	5	2	6	3	3	1	6	37
WARRANT	0	3	1	1	0	2	1	2	2	5	1	4	0	22
WELFARE CHECK	0	10	3	1	2	10	15	21	14	16	16	18	9	135
Totals:	0	200	158	68	96	268	327	290	307	231	204	263	273	2685

CONSTRUCTION ACCESS LICENSE AGREEMENT

This Construction Access License Agreement ("Agreement") dated as of this ____ day of March, 2020 (the "Effective Date"), is entered into by and between St. John's Church ("Licensor"), a religious organization with offices at 7 Margaret Street, Plattsburgh, NY 12901, and the City of Plattsburgh ("Licensee"), a municipal corporation organized and existing under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, NY 12901.

RECITALS

Licensor is the owner of certain real property in the City of Plattsburgh, New York more particularly described as tax map parcel 207.19-3-17 ("Licensor's Property").

The Licensee owns and maintains publicly accessible vehicular thoroughfares and pedestrian sidewalks which adjoin the Licensor's Property to the north and west. To the north is the vehicular thoroughfare known as Division Street. As part of improvements planned by Licensee, the abandonment of Division Street and the incorporation of that thoroughfare's former footprint into a new municipal parking lot to be constructed to the north of Licensor's Property are proposed. As part of the proposed municipal parking lot (the "Arnie Pavone Memorial Parking Plaza" or "APMPP"), the improvement of a section of an existing, publicly accessible pedestrian sidewalk on Licensor's property is proposed.

Licensee intends to construct the improvements to the sidewalk which is located on Licensor's Property along its northern border. These improvements will require Licensor to grant access to a ten (10) feet by ten (10) feet area located at the northwest corner of Licensor's Property.

For the purposes of this Agreement, the term "Improvements" shall be defined as the replacement of a section of the existing pedestrian sidewalk along the northern border of Licensor's Property in order to remove the ramped section of the sidewalk and carry the new sidewalk straight across the former footprint of Division Street at the traditional sidewalk height along Oak Street.

NOW, THEREFORE, for one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Incorporation of Recitals**

The foregoing recitals shall be incorporate into this Agreement as if stated herein.

2. **Grant of License**

Licensor hereby grants and conveys to Licensee, its successors, assigns, employees, contractors, and agents, privilege and permission to enter over and upon the portion of Licensor's Property with the dimensions shown on the map attached as Exhibit A (the "License Area") and construct

the Improvements (the "License). The License Area is 10 feet wide by 10 feet long and is located at the northwest corner of Licensor's Property with its northern and western boundaries coterminous with those of Licensor's Property.

The License shall be for the limited purpose of accessing Licensor's Property and constructing the Improvements as defined above, subject to the terms and limitations set forth below.

Licensee is permitted to close, on a temporary basis, those parking areas owned by Licensor necessary to accomplish the construction of the Improvements. Licensee shall use reasonable best efforts to minimize the duration of any temporary closure of parking areas owned by Licensor.

The License shall cease and be terminated as pursuant to this Agreement.

3. **Term**

The License shall be granted for a term commencing on April 1, 2020 and ending on the date construction of the APMPP is completed (the "Term").

4. **Indemnity**

Licensee shall indemnify and defend Licensor for, and shall hold Licensor harmless from and against, any and all liabilities, suits, actions, demands, judgments, losses, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees and disbursements (collectively, "Loss-and-Expense"), which may be imposed upon, incurred by, or asserted against Licensor, occurring or arising out of or in connection with any of the following:

A. The Improvements as defined above;

B. Licensee's occupancy or use of the License Area;

C. The exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement;

D. Activities of Licensee related to the License (except to the extent that such Loss-and-Expense shall have been caused by the negligence or intentionally tortious acts of Licensor, Licensor's activities in the License Area in contravention of this Agreement, or Licensor's failure to perform or comply with any of the covenants, agreements, terms and conditions in this Agreement on Licensor's part to be kept, performed or complied with) including, without limitation, the following:

    i. the performance of any work or thing done by Licensee in, on or about the License Area, or with respect to the Improvements, the License, or any part thereof;

ii. the use or occupation of the License Area by Licensee or the possession, ownership, use, non-use, alteration, or repair of the Improvements or any part thereof by Licensee;

iii. any act or failure to act on the part of Licensee in or on the License Area in connection with the Improvements, Licensee's occupancy or use of the License Area, the exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement, or activities of Licensee related to the License;

iv. any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on Licensee's part to be kept, observed, performed or complied with;

v. any accident, injury (including death) or damage to any person or property occurring in or on the License Area directly arising out of the Improvements, Licensee's occupancy or use of the License Area, the exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement, or activities of Licensee related to the License;

vi. any failure on the part of Licensee to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in any contracts and agreements to which Licensee is a party and which affect the License Area, on Licensee's part to be kept, observed or performed.

The obligations of Licensee under this Agreement shall not be affected in any way by the absence in any case of insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the License Area or Licensee's activities under this Agreement.

If any claim, action or proceeding is made or brought against Licensor by reason of any event to which reference is made in Section 4 of this Agreement, then, upon demand by Licensor, Licensee shall resist or defend such claim, action or proceeding in Licensor's name, if necessary, by the attorneys for, or approved by, Licensee's insurance carrier (if such claim, action or proceeding is covered by insurance) or by such other attorneys as Licensor shall approve, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensor may at its expense engage its own attorneys to defend it or to assist it in its defense of such claim, action or proceeding.

For purposes of Section 4 of this Agreement, the term "Licensor" shall include, and shall be deemed to include, the officers, employees, contractors and agents of Licensor and the term "Licensee" shall include, and shall be deemed to include, the officers, officials, directors, agents, contractors, subcontractors, employees, invitees, and licensees of Licensee. The provisions of Section 4 of this Agreement shall survive the expiration or termination of this Agreement, provided that the events, conditions, acts or omissions upon which such Loss-and-Expense is based occur or exist during the Term and prior to the termination of this Agreement.

Licensor shall not settle any claim, action or proceeding covered by this indemnity without Licensee's consent unless the effect of such settlement is to release Licensee from all liability in connection with such claim, action, or proceeding (without cost or expense to Licensee).

5. **Termination of Agreement**

Licensee shall be in default of this Agreement if Licensee breaches any material provision hereof, and said breach is not cured by the Licensee within sixty (60) days of receipt of written notice of said breach from the Licensor, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon Licensee's failure to cure its breach within such time as described in Section 5 of this Agreement, Licensor shall have the right to terminate this Agreement for default, and to pursue such remedies as may be available in law or equity.

6. **Authority**

The undersigned persons executing this Agreement on behalf of Licensor and Licensee represent that they are duly authorized and have been fully empowered by Licensor or Licensee, as applicable, to execute and deliver this Agreement.

7. **Maintenance**

Licensee shall at all times during the Term, at Licensee's sole cost and expense: (i) maintain the Improvements in good repair; and (ii) restore promptly any damage to the License Area or any part thereof or improvements thereon to the extent caused by the existence of the Improvements, or the exercise of Licensee's rights or the performance of its obligations hereunder, except in the event of damage caused by the negligence or willful misconduct of the Licensor. This Section 7 shall survive the expiration or termination of this Agreement.

8. **Protection of Property**

Licensee assumes the risk of, and shall be responsible for, any loss or damage to real and personal property of Licensor within the License Area occurring during the Term, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of Licensee, its officers, employees, licensees, or any person, firm, company, agent or others engaged by Licensee as an expert, consultant, specialist or contractor in connection with the License or the exercise of Licensee's rights or the performance of Licensee's obligations under this Agreement.

9. **Entire Agreement**

This Agreement constitutes the entire agreement between Licensor and Licensee and may not be amended or modified, nor any term or provision hereof waived or discharged, except in writing signed by both Licensor and Licensee.

10. **Notices**

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, by Federal Express or by registered or certified United States mail, return receipt requested, properly addressed to the addresses below. Notice shall be deemed given upon delivery, if personally delivered, or, if mailed, three (3) days after deposit in an official receptacle:

To Licensee: City of Plattsburgh
Office of the Mayor
41 City Hall Place
Plattsburgh, NY 12901

To Licensor: St. John's Church
7 Margaret Street
Plattsburgh, NY 12901

11. **Governing Law and Venue**

This Agreement and any and all matters arising therefrom or hereunder shall be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflicts of law).

12. **Severability**

If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of this Agreement shall remain in full effect.

13. **No Recourse**

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of the Licensee, whether in office during the Term or after the Term, for any claim based upon this Agreement.

14. **Authorization**

This License Agreement was authorized to be executed by resolution of the Common Council of the City of Plattsburgh adopted at a regular meeting held on March ____, 2020.

IN WITNESS WHEREOF, the Parties, as evidenced by the signature of their duly authorized agents, do hereby execute this Agreement this ____ day of March, 2020.

LICENSEE:

City of Plattsburgh

Signature: _____

Name / Title: Colin Read, Mayor

Date: _____

LICENSOR:

St. John's Church

Signature: Rev Kevin D McEwan

Name / Title: REVEREND KEVIN D McEWAN

Date: 3-18-2020

STATE OF NEW YORK

COUNTY OF CLINTON

On this _____ day of _____, 2019, personally appeared COLIN READ, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed as the Mayor of the City of Plattsburgh.

STATE OF NEW YORK
COUNTY OF CLINTON

On this _____ day of _____, 2019, personally appeared _____, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed as the duly authorized member of St. John's Church.

CDM Smith

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

March 18, 2020

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

Subject: Water Resource Recovery Facility (WRRF) Mitigation Project
Amendment 3 – Aeration Upgrades WIIA Assistance

Dear Mr. Ruff:

Camp Dresser McKee & Smith (CDM Smith) is pleased to present the City of Plattsburgh (City) with this proposal for professional engineering services related to assisting the City in developing a NYS Water Infrastructure Improvement Act (NYS Water Grant) application for aeration system improvements at the City's Water Resource Recovery Facility (WRRF).

Project Understanding

CDM Smith understands the City is interested in submitting a NYS Water Grant application to help offset the cost of upgrading the WRRF aeration system along with submitting for financing through the Clean Water State Revolving Fund (CWSRF).

The City previously received an Environmental Protection Fund Local Waterfront Revitalization Program grant from the New York State Department of State (NYSDOS) Division of Coastal Resources to study potential mitigation options for impacts associated with WRRF which is located at the confluence of the Saranac River and Lake Champlain. The goal of the project was to minimize the impacts the WRRF has on the adjacent Dock Street Landing property, new waterfront park, and adjoining waterfront recreational and tourism amenities. CDM Smith assisted the City with this work by preparing a Wastewater Treatment Facility Mitigation Final Feasibility Study (Feasibility Study) in 2011, which recommended various improvements to the WRRF including aeration system upgrades.

In 2013, CDM Smith prepared a Wastewater Treatment Facility Mitigation Preliminary Design Report that included preliminary design information for the aeration system upgrades. In 2017, CDM Smith prepared a WRRF Upgrades Engineering Report in support of a NYS Water Grant application. The report included updated aeration system design information based on current flow and load but did not re-assess the technology selections. The opinion of probable construction cost

included in the report was based on an escalation of the cost presented in the 2011 Feasibility Study.

Scope of Work

CDM Smith's scope of work presented below is broken into two elements, engineering report preparation and NYS Water Grant/CWSRF finance application assistance.

CWSRF Engineering Report

CDM Smith will prepare an Engineering Report that meets the requirements of the CWSRF Engineering Report outline published by the New York State Environmental Facilities Corporation (NYSEFC). To accomplish this, CDM Smith intends to re-purpose most of the information contained in the June 2017 Engineering Report with some additional analyses and updates as presented below.

- Obtain and analyze the past three years of plant operating data to confirm design conditions.
- Update projections for future growth within the sewer system or high strength waste received at the WRRF that the aeration system may need to process.
- Obtain updated vendor quotes for aeration equipment.
- Review the previously defined electrical modifications and confirm they are still appropriate with the City.
- Prepare a current opinion of probable cost of construction.

CDM Smith will summarize the above activities in a Draft CWSRF Engineering Report and submit it to the City in PDF format for review. We will then conduct a review conference call to discuss the City's comments, update the report accordingly and submit a Final Report also in PDF format.

NYS Water Grant & CWSRF Application Assistance

CDM Smith and the City will need to jointly prepare many of the supporting documents that need to be submitted to form a full application. A summary of the primary items is presented below.

NYS Water Grant Application Form

CDM Smith will prepare the grant application document for the City's review and signature. We assume it will be the same fillable PDF form utilized in previous rounds of the NYS Water Grant Program.

Project Listing Form

To receive CWSRF financing, a project listing form must be submitted for the project to be included on the 2021 CWSRF IUP. CDM Smith will complete the project listing form on the City's behalf and provide it to the City for review and signature.

Smart Growth Assessment Form

CDM Smith will prepare the smart growth assessment form for the City's review and signature.

CWSRF Application

As stated above, CDM Smith assumes the City will apply for funding through the CWSRF program and we will complete portions of the CWSRF Application covering items such as the project description, budget and schedule. The City will then complete the balance of the application designating the appropriate City contacts and providing the necessary City financial information.

Plan of Finance

If the City elects to finance project costs outside of the CWSRF program, we assume the City will prepare and submit the necessary financial documentation to NYSEFC without CDM Smith's involvement.

Bond Resolution

The City is required to pass a bond resolution for the full project cost being submitted through the NYS Water Grant and CWSRF Application. NYSEFC requires this to establish the community's level of commitment to proceeding with the project regardless of NYS Water Grant or CWSRF financing. CDM Smith assumes the City and its bond counsel will prepare the resolution including the proof of publication, permissive referendum and estoppel notice. CDM Smith cannot provide services in support of executing these items as they are beyond the scope of professional engineering.

SEQR & SHPO Review

The project being considered involves rehabilitation or replacement in kind of existing infrastructure without an expansion in service or construction in previously undisturbed areas. Therefore, we assume it will be classified as a Type II action under the State Environmental Quality Review (SEQR). CDM Smith will issue a letter to the City indicating our understanding this is the appropriate designation for the City to keep on file and no further action with regulatory agencies is required.

We will seek separate State Historic Preservation Office (SHPO) approval to proceed with project planning and design at a minimum since NYSEFC requires this as part of the CWSRF application.

Project Schedule

CDM Smith is prepared to begin work on this assignment upon receipt of an executed amendment and we anticipate submitting a Draft CWSRF Engineering Report by June 1, 2020. We will then begin preparing the various application support documents and provide them to the City within two weeks thereafter.

While NYSEFC has not announced a schedule for the next round of NYS Water Grants, we anticipate the applications will be due in June.

Project Cost

CDM Smith proposes to complete the scope of work on a time and expense basis for a not to exceed fee of $19,600, thereby increasing our upper limit from $666,900 to $686,500. We will utilize the schedule of hourly billing rates included in the original agreement for this amendment. We will invoice the City monthly based on the actual labor hours and out-of-pocket expenses incurred and outside professionals utilized in the execution of the work.

If this is acceptable to the City, please sign and return one copy of this letter to my attention. The signed letter will serve as an Amendment 3 to our existing contract.

We appreciate the opportunity to continue working with you on this important project. Should you have any questions, please do not hesitate to call Greg Bold at (518) 782-4507

Sincerely,

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

cc: Greg Bold – CDM Smith

Approved:

_____ _____

Mayor Date

Schnabel
ENGINEERING

T 518.348.8575
28 Corporate Drive, Suite 204 / Clifton Park, NY 12065 schnabel-eng.com

March 2, 2020

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

Subject: **Mead Reservoir Hazard Classification Study (Schnabel Reference 20P25005.00)**

Dear Mr. Ruff:

SCHNABEL ENGINEERING OF NEW YORK is pleased to submit this proposal to the City of Plattsburgh for the Mead Reservoir Hazard Classification Study, which was an action item discussed during our strategic review meeting on February 11, 2020. The purpose of the proposed study is to explore potential changes to the dam's hazard classification based on varying the reservoir pool level and/or operating the reservoir with the low level outlet (LLO) in a fully open position. Mead Reservoir Dam is currently regulated by NYS DEC as a Class C (High Hazard) structure, and we will explore whether a Class B (Intermediate Hazard) or Class A (Low Hazard) rating might be feasible through modification of reservoir operations.

SCOPE OF SERVICES

We will develop a hydraulic dam breach model that incorporates Mead Reservoir and the downstream reach of Mead Brook, limiting the extents of the modeling to Mead Brook's confluence with the Saranac River near the State Route 22B intersection with Banker Road. This is consistent with the extents of the 2009 inundation mapping. The inundation model will utilize the two-dimensional flood routing capabilities available in recent HEC-RAS software releases. When combined with the 1-meter digital elevation model that is publically available for the project location, this 2D HEC-RAS model will provide a more detailed assessment of Mead Reservoir Dam's downstream hazard drivers than previous studies could provide, and therefore a more detailed understanding of the corresponding hazard class.

We will evaluate numerous scenarios to identify "target" pool level reductions that might permit a hazard class reduction. Sunny-day breach and storm-day breach and non-breach simulations will be performed to complete the hazard class review. Storm event breach and non-breach conditions will be evaluated for storm events appropriate for the corresponding hazard classification. An existing Class C dam is required to safely pass 50% of the Probable Maximum Flood (PMF); a Class B dam is required to pass 150% of the 100-year flood; and a Class A dam is required to pass the 100-year flood. In order to quickly ascertain whether a revised hazard class is feasible, we will first consider the full drawdown condition early in the study. If a hazard class reduction is not deemed feasible with a fully dewatered pool, we will conclude the study and discount our fee.

The results of the analysis will be summarized in a brief technical memorandum, with the hazard class drivers summarized in a table, including flood depth at structures and roadways.

Our proposed fee includes project management, coordination activities, and participation in up to three conference calls.

EXCLUSIONS

- Inundation maps, which would typically be developed for an Emergency Action Plan, will not be developed as part of this study.

PROJECT FEES

The total lump sum fee for the proposed scope of services is $20,500 including expenses. Services will be billed monthly based on percentage complete.

AUTHORIZATION

Thank you for the opportunity to submit this proposal. Your acceptance of this proposal can be facilitated by signing and returning a copy of this letter which with our standard terms and conditions attached will form our agreement for these services. Please do not hesitate to contact me at 518-348-8580, or via email at gdaviero@schnabel-eng.com, should you have any questions or need additional information.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK

Gregory J. Daviero, PhD, PE
Principal

DMR:GJD:scc

Attachments:
(1) Standard Contract Terms and Conditions (2 Sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: CITY OF PLATTSBURGH

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS
   - 1.1 Schnabel Engineering of New York, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal.
   - 1.2 The "Client" is the other party to this "Agreement."
   - 1.3 The "Contractor" is the responsible party providing construction for the subject Project.
2. ENTIRE AGREEMENT, SCOPE OF WORK
   - 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
   - 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
   - 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES
   - 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
   - 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
   - 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE
   - 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
   - 5.2 At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
   - 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
6. THIRD PARTY RELIANCE UPON DOCUMENTS
   - 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
   - 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS

7. ASSIGNMENT, SUBCONTRACTING
   - 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
   - 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.
8. TERMINATION, SUSPENSION
   - 8.1 Either party upon seven (7) days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.
9. ALLOCATION OF RISK
   - 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or $25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
   - 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
   - 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.
10. INDEMNIFICATION
   - 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
   - 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
11 INVOICES, PAYMENTS
   - 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
   - 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.
12. DISPUTE RESOLUTION
   - 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
   - 12.2 The laws of the State of New York will govern the validity of these terms, their interpretation, and the performance of this Agreement. Client and Engineer agree that venue for any litigation will be in the state and federal courts sitting in the State of New York, and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
13. SEVERABILITY
   - 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

DEPARTMENT: Building Inspector **REPORTING PERIOD: 03/18/20 TO 03/24/20**

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	3
PROPERTY MAINTENANCE	4
DEPARTMENT TOTALS	7
REPORT TOTALS	7

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

DEPARTMENT: Building Inspector **REPORTING PERIOD: 03/18/20 TO 03/24/20**

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

1966 117 BRINKERHOFF ST — JOHN J MOSSEY — 0 — 03/19/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
GARBAGE	0			6 DAYS OPEN

UNCONTAINED GARBAGE ON PROPERTY

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE		03/20/20		03/23/20
NOTICE	NOTICE	NEW		03/24/20		
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	03/20/20	03/20/20		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

1971 23 SMITH ST — RYAN T LATINVILLE — 0 — 03/23/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
PROPERTY MAINTENANCE	0			2 DAYS OPEN

JUNK PILED UP IN DRIVEWAY

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/25/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPERANCE TICKE	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	03/25/20	03/25/20		.00
COMPLAINT	KYLE BURDO				.00

COMPLAINT/VIOLATION TOTALS .00

1965 23 TOM MILLER RD — SARAH FORKEY — 0 — 03/19/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
PROPERTY MAINTENANCE	0			6 DAYS OPEN

GARBAGE/BOXES PILING UP OUTSIDE HOME. MANY STRAY CATS ON PROPERTY. CONCERN FOR OTHER FORMS OF NUISANCE ANIMALS BECOMING A PROBLEM WITH THE AMOUNT OF RUBBISH ON PROPERTY. ALSO CONCERN FOR FOUL ODORS AS WEATHER BECOMES WARMER.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/05/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPERANCE TICKE	OTHER	NEW				

DEPARTMENT: Building Inspector **REPORTING PERIOD: 03/18/20 TO 03/24/20**

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

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	03/05/20	03/05/20		.00
COMPLAINT	NICK WALKER				.00
COMPLAINT/VIOLATION TOTALS					.00

1967 36 COUCH ST — KEL PROPERTIES LLC — 03/19/2020

EMAIL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	
GARBAGE	0				6 DAYS OPEN

DRYER AND DISHWASHER LEFT IN FRONT YARD

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE		03/20/20		03/20/20
NOTICE	NOTICE	NEW		03/21/20		
REINSPECT	INSPECTION	DONE				03/23/20
ORDER PICK UP	OTHER	NEW		03/24/20		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	03/20/20	03/20/20		.00
COMPLAINT	JIM WELCH				.00
COMPLAINT/VIOLATION TOTALS					.00

1969 40 ELIZABETH ST — RICHARD J PILON — 03/23/2020

EMAIL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	
PROPERTY MAINTENANCE	0				2 DAYS OPEN

DOG FECES IN DRIVEWAY. JUNK IN YARD.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/25/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPERANCE TICKE	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	03/25/20	03/25/20		.00
COMPLAINT	KYLE BURDO				.00
COMPLAINT/VIOLATION TOTALS					.00

1968 62 COUCH ST — MOUNTAIN HARBOR PROPERTIES LLC — 03/20/2020

EMAIL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	
GARBAGE	0				5 DAYS OPEN

STOVE IN DRIVEWAY

DEPARTMENT: Building Inspector **REPORTING PERIOD: 03/18/20 TO 03/24/20**

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

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE		03/21/20		03/20/20
NOTICE	NOTICE	NEW		03/21/20		
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	03/21/20	03/21/20		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

1970 67 ELIZABETH ST — PIERRE SABA — 03/23/2020

EMAIL 0

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED	
PROPERTY MAINTENANCE JUNK PILED UP - VACANT LOT	0				2 DAYS OPEN

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		03/25/20		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPERANCE TICKE	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	03/25/20	03/25/20		.00
COMPLAINT	KYLE BURDO				.00

COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS 7 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 03/18/20-03/24/20: 7 CREATED 0 COMPLIED

REPORT TOTALS 7 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 03/18/20-03/24/20: 7 CREATED 0 COMPLIED

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

Introduced by Councilor Moore on March 12, 2020 at a Regular Meeting of the Common Council.

Public Hearing to be held on Thursday, March 26, 2020 at 5:00pm in the Council Chambers, 41 City Hall Place, Plattsburgh, NY 12901.

LOCAL LAW NO. P-2 OF 2020

AMENDING IN ITS ENTIRETY CITY CODE SECTION 348-24 AND SETTING WATER SERVICE RATES AND ENACTING REGULATIONS FOR LEVY AND COLLECTION OF WATER CHARGES."

BE IT ENACTED by the Common Council of the City of Plattsburgh, New York as follows:

1. This local law amends and restates in its entirety City Code **§348-24,** entitled "**Schedule of Rates; Regulations (Water Services)".**
2. If any clause, sentence, paragraph, subdivision or part of this section shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered.
3. This law shall not affect the validity or enforceability of any water charge, interest, penalty or lien that accrued or attached before the effective date of this law.
4. The rates for water services and the regulations for levying and collecting water charges are as follows:

A. Service Classification No.: 1

APPLICABLE TO THE USE OF SERVICE FOR:

All customers taking service within the corporate limits of the City of Plattsburgh, for bills rendered on and after May 1, 2020

CHARACTER OF SERVICE:

Continuous

USAGE RATE:

Per Month.

	PER THOUSAND GALLONS GROSS	NET
First 16,000 Gallons	4.52	4.11
In excess of 16,000 gallons	4.03	3.66

MINIMUM CHARGE:

Monthly, based on a minimum usage rate and usage scale:

METER SIZE/ SERVICE LINE SIZE	ALLOWANCE GALLONS	MINIMUM CHARGE GROSS	NET
5/8 "	2,000	9.04	8.22
3/4" (residential and commercial), or 1" residential	4,000	18.08	16.44
1 " non-residential	7,000	31.65	28.77
1-1/4 "	10,000	45.21	41.10
1-1/2 "	13,000	58.77	53.43
2"	21,000	92.47	84.06
3 "	40,000	168.96	153.60
4 "	66,000	273.64	248.76
6 "	130,000	543.34	493.98
8 "	210,000	853.38	775.80
10 "	300,000	1215.72	1105.20

INFRASTRUCTURE INVESTMENT CHARGES (IIC): Annual charges, to be billed monthly, based on meter size/service Line size:

NEW STORAGE TANKS IIC 2009

Meter/Service Line Size	Annual Charge $/Yr/Service	$/Month
5/8"	15	1.25
3/4"	30	2.50
1"	45	3.75
1.5"	65	5.42
2"	185	15.42
3"	1,000	83.33
4"	1,650	137.50
6"	2,700	225.00
8"	4,800	400.00

MEAD DAM IIC 2012

Meter/Service Line Size	Annual Charge $/Yr/Service	$/Month
5/8"	11.40	0.95
3/4"	22.80	1.90
1"	34.20	2.85
1.5"	49.40	4.12
2"	140.60	11.72
3"	760.00	63.33
4"	1,254.00	104.50
6"	2,052.00	171.00
8"	3,648.00	304.00

Westbrook Dams IIC 2013

Meter/Service Line Size	Annual Charge $/Yr/Service	$/Month
5/8"	8.40	0.70
3/4"	16.80	1.40
1"	25.20	2.10
1.5"	36.40	3.03
2"	103.60	8.63
3"	560.00	46.67
4"	924.00	77.00
6"	1,512.00	126.00
8"	2,688.00	224.00

Impact Demand Charge (IDC) 2020

Beginning with bills sent after June 30, 2020.

Meter/Service Line Size	Annual Charge $/Yr/Service	$/Month
1" *	400.00	33.33
1.5"	900.00	75.00
2"	1,600.00	133.33
3"	3,600.00	300.00
4"	6,400.00	533.33
6"	14,400.00	1,200.00
8"	25,600.00	2,133.33

*Single and two family homes with 1” services and smaller are exempt from this 2020 IDC.

TERMS OF PAYMENT

Except as set forth in the following subsection entitled "Special Provision" meters shall be read and bills shall be rendered monthly, in arrears. The water consumed times the water rate shall be the net amount of the water charges and shall be due and payable when the bill is rendered. The gross amount of the water bill shall be the net amount plus 10% of the net amount. The gross amount shall be due and payable if the net amount is not paid within 20 days of the date of the billing. If the gross amount of a water bill is not paid, the gross amount shall accrue interest at the rate of 1.5 per cent per month until date of payment.

TERM:

From the date of commencement of service, pursuant to application, until 10 days written notice is given prior to the date set for discontinuance or upon discontinuance by the water department in accordance with the provisions of this Schedule of Water Service.

SPECIAL PROVISION:

Meters may be read and/or bills rendered monthly at the option of the Water Department. The terms of payment, for monthly billings are net-twenty days after date of bill. Gross amount plus interest shall be due thereafter.

All those customers who do not have water meters installed in the water service line serving their premises on the effective date of this service classification shall be billed at the rate of $16.44/month until such time that a water meter has been set in the water service line to their premises. Thereafter, the rates for water service above set forth shall apply.

Elderly persons that qualify for the Real Property Tax Exemption shall also be exempt from the Minimum Charge for water service and be charged for only the actual gallons of water consumed.

B. Service Classification No. 3

APPLICABLE TO USE OF SERVICE FOR:

Private fire protection service within the corporate limits of the City of Plattsburgh.

CHARACTER OF SERVICE:

Continuous.

RATE:

(a) Private Fire Lines

SIZE OF SERVICE	ANNUAL CHARGE	QUARTERLY	MONTHLY
2 inch	164.69	41.18	13.73
3 inch	357.27	89.31	29.78
4 inch	424.09	106.02	35.34
6 inch	764.67	191.18	63.73
8 inch	1559.12	399.80	133.26
10inch	2293.59	573.41	191.15

(b) Private Fire Hydrant

Annually per hydrant:	741.52	185.39	61.80

(c) Infrastructure Investment Charge: $696/hydrant/year

($174.00/Quarter, $58.00/month)

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Net cash on presentation of bill. Bills may be rendered quarterly or monthly.

TERMS:

From the date of commencement of service, pursuant to application, until thirty days written notice is given prior to the date set for discontinuance by the Water Department in accordance with provisions of this Schedule Water Service.

SPECIAL PROVISION:

The foregoing rates for private fire protection service are based on unmetered service. Water for Fire Extinguishment purposes and limited testing requirements is provided at no extra charge. However, if, in the opinion of the Water Department, the installation of a fire line meter is required, the customer shall make said installation at his own expense. The entire meter installation shall be constructed and installed according to the specifications of the Water Department. There shall be no branch connections to said fire service line other than those for fire protection service.

5. This law shall take effect immediately upon filing with the New York Secretary of State.

The foregoing Local Law certified to the Mayor this _____, 20__.

_____

CITY CLERK

On Roll Call,

The foregoing Local Law certified is hereby approved after Public Hearing held _____, 2020 - .

_____

MAYOR