



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

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

## MEMO

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

**FROM:** Fire Chief, Scott Lawliss

**DATE:** October 22, 2019

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, October 15, 2019 to Monday, October 21, 2019  
our Department has responded to the following:

<b>Fire Calls</b>	<b><u>26</u></b>
	8 alarm activation with investigation of cause
	5 MVA with patient care and hazardous mitigation
	6 EMS initiated patient care prior to transport ambulance
	1 excessive heat/scorch burns
	1 gas leak with hazardous mitigation
	1 water leak with investigation of cause
	2 arcing
	2 wind storm damage assessment
<b>Ambulance Calls</b>	<b>55</b>
<b>Mutual Aid by CVPH</b>	<b>21</b>



10/22/2019 11:59  
14271bee

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

P 1  
picvixpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 10/16/19 TO 10/22/19

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	1
DEPARTMENT TOTALS	1
REPORT TOTALS	1

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

10/22/2019 11:59 CITY OF PLATTSBURGH COMPLAINTS/VIOLATIONS REPORT P | 2  
picv1rpt

14271bee DEPARTMENT: Building Inspector REPORTING PERIOD: 10/16/19 TO 10/22/19

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

1827	UNDERWOOD AVE			PLATTSBURGH MHP LLC 0	10/18/2019
VIOLATION		SEVERITY	AREA	COMPLY BY COMPLETED	
GARBAGE		0			
GARBAGE BEING THROWN OVER BERM NEAR 18 CUSPRINE WAY. TUB, AIR CONDITIONING UNIT, MICROWAVE, ETC. BEING THROWN OVER BERM. 4 DAYS OPEN					
ROPERY MANAGER NOT ADDRESSING ISSUE. P					
STEPS		ACTION TYPE	STATUS	NOTICE	SCHEDULED STARTED COMPLETED
INITIAL INSPECT		INSPECTION	NEW		10/19/19
NOTICE		NOTICE	NEW		
REINSPECT		INSPECTION	NEW		
ORDER PICK UP		OTHER	NEW		
INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	10/19/19	10/19/19		.00
COMPLAINT	KYLE BURDO				.00
COMPLAINT/VIOLATION TOTALS					

DEPARTMENT TOTALS COMPLAINT/VIOLATION ACTIVITY 10/16/19-10/22/19: 1 COMPLAINTS/VIOLATIONS 0 COMPLETED .00

REPORT TOTALS COMPLAINT/VIOLATION ACTIVITY 10/16/19-10/22/19: 1 COMPLAINTS/VIOLATIONS 0 COMPLETED .00

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

**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 01/01/2019 00:00 TO 10/20/2019 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	15	14	8	5	9	13	6	10	13	13	12	12	130
ABC VIOLATIONS	0	54	0	0	0	0	2	2	0	2	0	2	18	80
ABSCONDED	0	2	5	4	1	0	0	2	1	3	2	2	1	23
ADMINISTRATIVE	0	4	3	4	5	9	5	3	4	3	9	11	2	62
AIDED MEDICAL	0	39	33	12	10	9	13	19	25	25	24	39	33	281
ALARM	0	20	14	19	30	20	14	21	15	37	33	13	12	248
ANIMAL DOMESTIC	0	5	5	4	1	7	18	25	26	26	19	17	8	161
ANIMAL WILD	0	4	0	0	0	7	3	2	5	2	1	3	2	29
ASSAULT	0	8	10	0	3	4	1	3	2	6	5	4	1	47
BAD CHECK	0	0	0	0	0	2	1	3	2	2	0	0	0	10
BEAT MONITORING	0	77	34	0	0	0	0	0	0	0	0	0	0	111
BKGRND INVT CIVILIAN	0	0	0	0	0	23	24	1	7	0	0	0	0	55
BKGRND INVT SWORN	0	0	0	0	0	2	1	0	0	0	0	0	0	3
BURGLARY	0	1	4	1	1	5	3	5	5	8	8	4	2	47
CHILD SEAT INSTALL	0	0	0	0	0	1	0	0	0	0	8	7	0	16
CITY CODE VIOLATION	0	9	7	0	0	1	7	3	3	5	6	7	16	64
CRIMINAL MISCHIEF	0	8	6	1	1	15	7	11	10	13	10	11	7	100
CROSSING GUARD	0	0	0	0	6	8	1	3	9	2	0	2	1	32
DEATH INVEST	0	0	1	1	0	2	0	2	5	1	0	2	0	15
DISORDERLY PERSONS	0	48	38	6	1	6	16	20	33	28	27	35	43	301
DOG SEIZURE	0	0	0	0	1	0	4	0	2	1	1	0	0	9
DOMESTIC	0	27	23	9	17	10	28	27	28	25	41	60	45	340
DOOR UNLOCKING	0	3	2	1	14	26	33	41	37	40	36	27	13	273
DRUG INVESTIGATION	0	7	3	2	1	13	25	29	25	26	25	16	6	178
DWI / IMPRD / DRUGS	0	11	14	0	1	0	0	1	0	0	0	1	7	35
EMOTIONALLY DISTRBD PERSON	0	6	5	4	5	7	5	9	16	14	12	10	14	107
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	11	24	45	105	30	9	4	1	0	229



FIRE	0	0	3	0	0	1	2	2	2	4	3	7	3	5	4	34
FOOT PATROL	0	64	76	33	0	0	3	9	15	12	10	12	38	57	329	
FORGERY	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
FRAUD	0	0	0	0	2	6	7	6	4	2	2	2	0	0	29	
HARASSMENT	0	4	6	2	0	15	28	26	33	28	25	31	20	218		
INSECURE PROPERTY	0	19	27	16	3	1	0	0	1	1	4	10	23	105		
JUVENILE	0	0	1	0	2	19	8	14	16	15	16	10	3	104		
KIDNAPING	0	0	0	0	0	1	0	0	0	0	0	0	0	1		
LARCENY	0	8	4	3	7	25	48	45	35	36	27	30	7	275		
LOST AND FOUND	0	9	17	3	14	26	43	37	36	41	27	16	12	281		
M/V ACCIDENT	0	10	5	2	17	63	93	141	143	107	57	40	9	687		
M/V OFFENSE	0	7	2	0	0	5	4	4	3	8	8	10	8	59		
M/V THEFT	0	0	0	0	0	0	3	1	0	2	0	1	1	8		
MARIHUANA INVST	0	0	0	0	0	3	1	3	5	4	2	1	1	20		
MEDIATION-NO OFFENSE	0	3	1	5	1	4	3	2	6	5	8	7	6	51		
MISC CALLS	0	41	31	9	17	43	55	65	67	55	69	58	47	557		
MISC OFFENSES	0	3	2	0	1	14	17	6	10	15	8	5	2	83		
MISSING PERSON	0	0	0	0	1	1	0	6	1	8	4	4	3	28		
NARCO INTEL	0	0	0	3	1	0	0	0	1	1	0	0	2	8		
NEIGHBOR CRISIS	0	1	1	2	1	1	3	13	7	15	15	6	7	72		
NOISE VIOLATION	0	92	42	9	4	8	11	8	14	19	24	63	105	399		
OPEN CONTAINER	0	5	2	0	0	0	0	0	1	0	0	0	2	14		
OUTSIDE AGENCY ASSIST	0	10	4	5	3	6	7	12	13	9	10	9	8	96		
PARKING VIOLATIONS	0	4	3	1	13	11	21	15	13	4	9	8	11	113		
PAROLE NOTIFICATION	0	0	0	0	4	32	27	11	14	2	0	0	0	90		
PRISONER TRANSPORT	0	2	0	0	20	79	15	11	18	15	11	13	3	187		
PROPERTY RETRIEVAL	0	1	1	1	1	12	11	11	17	16	10	10	4	95		
REPOSESION	0	1	1	0	1	0	1	2	4	2	1	2	2	17		
ROBBERY	0	0	0	0	0	0	0	0	0	0	1	0	1	2		
SAFE SCRIPTS PROGRAM	0	0	0	0	0	24	8	15	17	0	0	0	0	64		
SERVICES	0	42	40	38	38	211	239	80	12	10	12	66	58	846		
SEX CRIMES	0	3	2	2	1	6	7	4	7	6	1	2	2	43		
SEX OFFENDR REGISTRATION	0	0	0	0	1	12	18	4	3	1	0	0	0	39		

SICK LEAVE	0	2	11	25	15	4	13	14	11	21	4	7	5	132
SIDEWALK ORDINANCE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SUSPICIOUS ACTIVITY RPT	0	27	19	7	4	7	12	18	11	17	16	56	54	248
TRAFFIC DETAIL	0	0	0	0	7	9	1	7	1	1	9	10	2	47
TRAFFIC STOP	0	222	160	38	13	92	113	97	123	71	68	512	453	1962
TRESPASSING	0	24	12	5	8	5	17	11	15	12	20	15	20	164
WARRANT	0	7	1	0	1	3	4	4	12	5	2	7	5	51
WELFARE CHECK	0	46	50	17	26	51	59	57	66	43	66	107	57	645
Totals:	0	1005	745	302	342	1014	1177	1112	1058	905	836	1449	1247	11192

**BLOTTER ACTIVITY REPORT**  
By Time of Day

FOR DATE RANGE OF 10/13/2019 00:00 TO 10/20/2019 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	0	0	1	0	0	1	0	1	0	0	1	0	4
ABC VIOLATIONS	0	1	0	0	0	0	0	0	0	0	0	0	1	2
ABSCONDED	0	0	0	0	0	0	0	0	0	0	0	0	1	1
ADMINISTRATIVE	0	0	0	0	0	0	0	0	0	1	1	0	0	2
AIDED MEDICAL	0	4	2	0	1	0	0	1	1	0	0	3	0	12
ALARM	0	1	0	0	2	0	0	1	1	0	1	0	0	6
ANIMAL DOMESTIC	0	0	0	0	0	1	0	1	1	1	0	0	0	4
ASSAULT	0	0	0	0	0	0	0	0	0	0	1	0	0	1
BAD CHECK	0	0	0	0	0	0	0	0	0	1	0	0	0	1
BEAT MONITORING	0	4	0	0	0	0	0	0	0	0	0	0	0	4
BKGRND INVST CIVILIAN	0	0	0	0	0	8	4	0	0	0	0	0	0	12
CITY CODE VIOLATION	0	0	1	0	0	0	0	0	0	0	0	0	0	1
DISORDERLY PERSONS	0	0	0	1	0	0	0	0	0	0	1	0	0	2
DOMESTIC	0	0	3	0	1	1	2	2	0	2	3	2	1	17
DOOR UNLOCKING	0	0	0	0	0	1	0	0	1	3	0	0	2	7
DRUG INVESTIGATION	0	1	0	0	0	0	0	0	0	0	0	1	0	2
DWI / IMPRD / DRUGS	0	1	0	0	0	0	0	0	0	0	0	0	0	1
EMOTIONALLY DISTRBD PERSN	0	1	0	1	0	0	0	1	0	1	0	1	0	5
FINGERPRINTING	0	0	0	0	1	1	5	3	1	0	0	0	0	11
FIRE	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FOOT PATROL	0	3	1	1	0	0	0	0	0	1	2	0	2	10
HARASSMENT	0	0	0	0	0	0	2	1	1	2	1	0	0	7
INSECURE PROPERTY	0	0	0	1	0	0	0	0	0	0	0	0	0	1
JUVENILE	0	0	0	0	0	1	0	0	0	0	0	0	0	1
LARCENY	0	0	0	0	0	1	2	3	4	3	0	0	0	13
LOST AND FOUND	0	0	0	0	0	1	1	1	0	3	0	0	0	6
M/V ACCIDENT	0	0	0	0	0	0	5	6	3	5	2	0	1	22
M/V OFFENSE	0	0	0	0	0	0	0	0	0	1	0	1	1	3







CITY OF PLATTSBURGH, NEW YORK  
Community Development  
41 City Hall Place  
Plattsburgh, New York 12901

TRAFFIC ZONE DESIGNATION No. 966

Date: October 21, 2019

In accordance with Article 39 Section 1640 of the New York State Vehicle and Traffic Law and Chapter 340 of the Code of the City of Plattsburgh, the following traffic control zone(s) are hereby established and/or amended:

“No Parking” signage along the western side of US Oval to prohibit on street parking.

The Public Works Department will provide the necessary signing in accordance with the NYS Manual of Uniform Traffic Control Devices for the establishment of the above traffic zone.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repealed and superseded by this traffic zone designation. All traffic Zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.

Malana Tamer  
*City Planner*

Copy to:

City Clerk  
City Court  
Corporation Counsel  
Police Department  
Traffic Street File  
Public Works Dept.



Plattsburgh Police Department  
45 PINE STREET  
Plattsburgh, New York

518-563-3411  
518-566-9000 (FAX)

LEVI J. RITTER  
Chief of Police

October 4, 2019,

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 September 2019.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a horizontal line.

Chief Levi J. Ritter  
Plattsburgh Police Department

PARKING VIOLATIONS BUREAU

Monthly Report for September 2019

	<u>Sept 2019</u>	<u>Sept 2018</u>
TICKETS ISSUED:	140	14
TICKETS COLLECTED:	119	11
REVENUE FOR MONTH:	\$2,528.50	\$250.00

---

YEAR TO DATE TOTALS:

	<u>Sept 2019</u>	<u>Sept 2018</u>
TICKETS ISSUED:	2,437	465
TICKETS COLLECTED:	1,928	439
REVENUE:	\$45,998.50	\$15,686.75

COMPARISON: Parking tickets issued for Sept. 2019: UP 126  
Parking tickets collected for Sept. 2019: UP 108  
Revenue for Sept. 2019: UP \$2,278.50  
Amount Dismissed: \$12,129.50

Breakdown for September 2019

CITY OF PLATTSBURGH PARKING TICKET SYSTEM  
SUMMARY OF PARKING TICKETS - BY OFFICER

9/30/2019

VL -DESCRIPTION--	MANUAL-MTD	MANUAL-YTD	HH-MTD	HH-YTD	-VALUE-MTD-	-VALUE-YTD-
1 HANDICAP	0	1	1	1	21	75
2 NO PARKING	0	0	0	3	118	51.75
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	0	0	0	0	0	0
7 FIRE HYDRANT	0	0	0	2	15	100
8 FIRE LANE	0	0	0	0	1	0
10 BLOCKING SIDEWALK	0	0	0	2	20	31.5
11 LEFT WHEEL CURB	0	0	0	0	0	0
12 BLOCKING XWALK	0	0	0	0	3	0
13 BLOCK DRIVEWAY	0	0	4	4	13	61.5
14 LOADING ZONE	0	0	0	0	25	0
15 DOUBLE PARK	0	0	0	0	1	0
16 TOO CLOSE INTERSE	0	0	0	0	0	0
18 OBST. LANE	0	0	0	0	1	0
19 TAXI ONLY	0	0	2	2	13	30
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	14	0	0	0	0.00
25 UNINSPECTED	0	0	10	10	105	371
26 OVERTIME PARKING	0	0	0	0	0	0
27 OVERTIME 4 HOUR	0	0	0	0	0	0
40 UNREGISTERED	0	0	4	4	26	249.5
41 DOUBLE PARK	0	0	0	0	0	0



42 NO PARKING	0	0	0	0	0	0.00	0.00
43 NO STANDING	0	0	0	0	0	0.00	0.00
44 SIDEWALK	0	0	0	0	0	0.00	0.00
45 INTERSECTION	0	0	0	0	0	0.00	0.00
46 CROSSWALK	0	0	0	0	0	0.00	0.00
47 ZONE/CURB	0	0	0	0	0	0.00	0.00
48 CONSTRUCTION	0	0	0	0	0	0.00	0.00
52 HIGHWAY	0	0	0	0	0	0.00	0.00
53 RDW/ROW	0	0	0	0	0	0.00	0.00
54 DRVWAY/BLOCKED	0	0	0	0	0	0.00	0.00
55 TAXI ZONE	0	0	0	21	0	0.00	678.00
56 BUS ZONE	0	0	0	0	0	0.00	0.00
57 CROSSWALK 20'	0	0	0	0	0	0.00	0.00
60 OBST. SIDEWALK	0	0	0	0	0	0.00	0.00
62 FIRE HYDRANT	0	0	0	0	0	0.00	0.00
63 UNLAWMOV	0	0	0	0	0	0.00	0.00
64 WWY2WAY	0	0	0	17	0	0.00	581.25
65 WWY1WAY	0	0	0	0	0	0.00	0.00
67 ANGLE	0	0	0	0	0	0.00	0.00
68 OVERLINE	0	0	0	1	0	0.00	25.50
69 OVERTIME 10 MIN	0	0	0	0	0	0.00	0.00
70 OVERTIME 30 MIN	0	0	0	0	0	0.00	0.00
71 OVERTIME 1 HR	0	0	0	0	0	0.00	0.00
72 OVERTIME 2 HR	0	0	0	0	0	0.00	0.00
73 OVERTIME 4 HR	0	0	0	0	0	0.00	0.00
78 TIME LOADING	0	0	0	0	0	0.00	0.00
79 EMERGENCY	0	0	0	0	0	0.00	0.00
80 FIRELANE	0	0	0	0	0	0.00	0.00
81 HANDICAP	0	0	0	0	0	0.00	0.00
82 TRAILER	0	0	0	0	0	0.00	0.00
86 SNOW BAN	0	0	0	0	0	0.00	0.00
87 LIM SNOW BAN	0	2	0	0	0	0.00	70.00
88 UNINSPECTED	0	0	0	0	0	0.00	0.00
89 UNREG MV	0	0	0	0	0	0.00	0.00

90 NO PARKING EVEN	0	0	0	0	0	0.00	0.00
91 NO PARKING ODD	0	0	0	0	0	0.00	0.00
92 NO PARK 7AM-5PM	0	0	0	0	0	0.00	0.00
94 MEDIAN	0	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	0	2	0	0.00	42.00
96 30' SIGN/INTERSECTN	0	0	0	0	0	0.00	0.00
97 NO ACCESS/HDCP	0	0	0	0	0	0.00	0.00
98 12" CURB	0	0	0	0	3	0.00	54.75
99 12"CURB 1 WAY	0	0	0	0	0	0.00	0.00
101 FACING WRONG2W	0	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	0	0	0.00	0.00
108 SNOW CPL 2AM-6AM	0	9	0	0	0	0.00	1,074.00
110 EXCEEDED 90 MIN	0	0	0	0	0	0.00	0.00
111 FRONT YARD	0	0	0	0	3	0.00	198.00
199 PARKING BAN	0	0	0	0	1	0.00	35.00
200 OVERTIME PARKING	0	0	0	112	1665	1,857.00	52,155.75
201 PARKING BAN	0	42	0	0	163	0.00	12,546.00
202 CITY ROW	0	0	0	0	0	0.00	0.00
Other	0	0	0	1	21	0.00	0.00
TOTALS:	0	68	140	2369	2,827.25	89,257.75	

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254  
TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 2437

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

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

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 2.79%  
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 97.21%



## Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York 12901

Phone: 518-563-3411

FAX: 518-566-9000

### Plattsburgh Housing Authority Report

Chief Ritter,

I have reviewed my 2019 work activity at the Plattsburgh Housing Authority and have broken them down. A very basic breakdown is as follows:

Service Blotters- 514

Fingerprinting- 114

Complaints- 198

The service blotters include the background checks on applicants to insure they meet HUD's housing requirements related to criminal activity. After reviewing the background checks it is determined if the individuals have fingerprints on file and if they do they are required to see me to be fingerprinted. Once fingerprinted an FBI report is generated which I review to see if any criminal activity is an automatic disqualification per HUD standards. If there are questions regarding the criminal history they are scheduled an interview at which time we have a meeting to discuss the matter. I then make a suggestion to the PHA. Additional blotters were punched when I do house visits with a PHA staff member regarding illegal boarding.

The 198 complaints are a combination of investigations I have completed related to the PHA and my duties as a patrol officer. Investigations within housing range from violations like Harassments to felony Grand Larceny.

In addition to my police duties a considerable amount of time is spent in community policing. I spend time at the Ted K Center with the children of housing in an attempt to foster positive relationships and encounters with law enforcement. Additionally I participated in 2 weeks of day camp at Camp Tapawingo with the children.

Included in the PHA is senior housing. I have completed presentations on Elder Abuse and Exploitation in an attempt to educate and open dialogue with some of our most vulnerable City residents. We also provide prescription take back events twice a year for the seniors who can't get out easily. These usually coincide with the DEA's take back.

Due to my involvement with the seniors I was invited to help establish the Clinton County Enhanced Multi-Disciplinary Team which meets once a month to help seniors who may be victims of financial exploitation. This allows me to use the team as assets to help in investigations involving seniors.

Please let me know if you need anything further.

Ptl. C. Rotella

A handwritten signature in black ink, appearing to read "Ptl. C. Rotella". The signature is written in a cursive, flowing style.



# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Decommissioning of Groundwater Monitoring Wells on Durkee Street Parking Lot			
Project Location (describe, and attach a location map): Durkee Street			
Brief Description of Proposed Action: Groundwater monitoring wells installed as part of DEC approved Site Management Plan for Durkee Street parking lot shall be decommissioned. NYS DEC has acknowledged that the groundwater monitoring wells no longer need to be sampled and can be properly abandoned.			
Name of Applicant or Sponsor: City of Plattsburgh		Telephone: 518-536-7520 E-Mail: millerma@cityofplattsburgh-ny.gov	
Address: 41 City Hall Place			
City/PO: Plattsburgh		State: NY	Zip Code: 12901
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS DEC. Approval from DEC to proceed with decommissioning already received. No formal permit required.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? <span style="float: right;">3.3 acres</span>			
b. Total acreage to be physically disturbed? <span style="float: right;">0.1 acres</span>			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <span style="float: right;">4.6 acres</span>			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			



5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Project is not required to comply with the state energy code. _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Project does not require a water supply. _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Project does require a wastewater treatment facility. _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site Code E510020. Plattsburgh Gateway Project / Durkee St. 5.11 acres. Volatile subsurface organic compounds previously discovered. Remediation at the site is complete as of 2007. Site management plan exists to provide continued monitoring.		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>City of Plattsburgh</u> Date: <u>10/24/19</u>		
Signature: _____ Title: <u>Director of Community Development</u>		

Project:	Decommissioning of Monitoring Wells
Date:	10/24/19

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



### *Short Environmental Assessment Form Part 3 Determination of Significance*

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Common Council of the City of Plattsburgh	10/24/19
Name of Lead Agency	Date
Colin Read	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)



# C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110  
518.786.7400 FAX 518.786.7299 www.ctmale.com



October 21, 2019

Mr. Matthew Miller  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, New York 12901  
[MillerMa@cityofplattsburgh-ny.gov](mailto:MillerMa@cityofplattsburgh-ny.gov)

VIA EMAIL ONLY

Re: *Proposal – Monitoring Well Decommissioning  
Durkee Street Site, City of Plattsburgh (ERP Site #E510020)  
C.T. Male Project No.: 14.4705*

Dear Mr. Miller:

C.T. Male Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to provide this proposal for decommissioning groundwater monitoring wells at the Durkee Street Site located in the City of Plattsburgh, New York. The groundwater monitoring wells allowed for collection and analysis of groundwater samples for initial site characterization, then continued groundwater monitoring as required by the Site's Record of Decision. However, NYSDEC has acknowledged that the groundwater monitoring wells no longer need to be sampled and can be properly abandoned. As such, the monitoring wells should be decommissioned.

The monitoring wells will be decommissioned in general accordance with NYSDEC CP-43: Groundwater Monitoring Well Decommissioning Policy. The specific method was discussed with Mike McLean of NYSDEC in an email dated July 10, 2019, which he approved. C.T. Male proposed scope of work and estimated fee are as follows:

## SCOPE OF WORK

1. Coordinate with NYEG Drilling LLC (NYEG) to complete the well abandonment and work with the City to block off parking spaces in the areas of the wells that require decommissioning.
2. Observe the well decommissioning work completed by NYEG to document the following work is completed:

# C.T. MALE ASSOCIATES

October 21, 2019  
Mr. Matthew Miller  
Page - 2

- a. Clear utilities through Dig Safe NY.
  - b. Grout monitoring wells in-place except for MW-17, which will be overdrilled and grouted.
  - c. Remove flush mounted curb boxes and patch with asphalt cold patch.
  - d. Decontaminate equipment prior to drilling, between borings and prior to demobilization.
3. Prepare Environmental Services Field Log, Monitoring Well Field Inspection Logs and Well Decommissioning Records. Submit Well Decommissioning Record for each well to NYSDEC as a matter of record under the NYS Environmental Restoration Program.

## ESTIMATED FEE

C.T. Male will perform the scope of services according to the following fee schedule:

- C.T. Male Observation and Reporting
    - Professional Geologist 16 hrs at \$95.00/hr \$ 1,520.00 \*
    - Mileage 300 Miles at \$0.58/mile \$ 174.00
- \* Assumes 4.5 hrs travel, 8 hrs on-site and up to 3.5 hrs for coordination and reporting.

- Subcontracted Drilling Budget \$ 5,121.00 \*\*
- \*\* See attached unit rate schedule that will be used to bill actual work completed.

Based on the estimate fees, the project total should be \$6,815.00 (six thousand, eight hundred fifteen dollars). If this proposal is acceptable, please sign and return the attached technical services change order via email. We look forward to continuing to work with you on this project.

Upon authorization to proceed, C.T. Male will request NYEG's first available date to complete the work that is assumed to take no more than one day. Once the date is confirmed, we will notify the City for assistance in blocking off some parking spaces. The Well Decommissioning Records will be submitted to the State with a copy to the City within one week of completing the field work.

If you have any questions, please contact me at (518) 786-7548.

C.T. MALE ASSOCIATES

*October 21, 2019*  
*Mr. Matthew Miller*  
*Page - 3*

Sincerely,

C.T. MALE ASSOCIATES

A handwritten signature in black ink that reads "Jeffrey A. Marx". The signature is written in a cursive style with a large, stylized initial 'J'.

Jeffrey A. Marx, PE  
Project Manager/Sr. Environmental Engineer

Att: Technical Services Change Order 004

C.T. MALE ASSOCIATES



**TECHNICAL SERVICES  
CHANGE ORDER**

ENGINEERING, SURVEYING, ARCHITECTURE,  
LANDSCAPE ARCHITECTURE & GEOLOGY,  
D.P.C.

50 Century Hill Drive  
Latham, NY 12110  
Tel. 518.786.7400  
Fax 518.786.7299

NUMBER: **004**

DATE OF ISSUE: October 21, 2019

PROJECT NAME: Durkee Street ERP Site Management Plan Monitoring  
PROJECT NO. 14.4705

CLIENT'S NAME: CITY OF PLATTSBURGH

CLIENT'S ADDRESS: 41 City Hall Place  
Plattsburgh, NY 12901

CLIENT CONTACT: MATTHEW MILLER, DIRECTOR OF COMMUNITY DEVELOPMENT

This Change Order incorporates changes and/or additions to the original Scope of Services for Contract Agreement dated October 28, 2014. All Provisions of Agreement in the original signed Contract Agreement apply to this Change Order, unless otherwise specified herein.

**A. DESCRIPTION OF CHANGE:**

Complete Monitoring Well Decommissioning per C.T. Male's October 20, 2019 Proposal for an estimated fee of \$6,815.00

**B. CHANGE IN CONTRACT PRICE:**

Original Contract Price .....	\$ 14,100.00
Contract Price after previous Change Order .....	\$ 25,233.33
Net Change in Contract Price due to this Change Order .....	\$ 6,815.00
New Contract Price including this Change Order .....	\$ 32,048.33

APPROVED AND ACCEPTED BY:

**CITY OF PLATTSBURGH**

**C.T. MALE ASSOCIATES ENGINEERING,  
SURVEYING, ARCHITECTURE, LANDSCAPE  
ARCHITECTURE & GEOLOGY, D.P.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Name: Jeffrey A. Marx, P.E.

Title:

Title: Project Manager/Sr. Env. Engineer





**Professional Services Agreement Amendment # 2**  
**between**  
**KAS, Inc.**  
**and**  
**City of Plattsburgh**

---

---

This Amendment to the existing Professional Service Agreement dated March 1, 2019, by and between **City of Plattsburgh** (hereinafter called **CLIENT**), 41 City Hall Place, Plattsburgh, New York 12901 and KAS, Inc., 589 Avenue D, Suite 10, P.O. Box 787, Williston, Vermont 05495 (hereinafter called **KAS**), is effective as of October 21, 2019.

The purpose of this amendment is to perform project management and third party air/project monitoring in accordance with New York State Industrial Code Rule 56 (NYS ICR 56) for the asbestos abatement and demolition of the 25 Margaret Street building.

Specific amendments to the Agreement include the following.

**ARTICLE I - TERM OF AGREEMENT**

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

**ARTICLE II - SCOPE OF WORK**

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

**ARTICLE III – COMPENSATION**

1. **KAS** will perform the Project Management services outlined in Exhibit A for the rates outlined in Exhibit B. Services will be billed on a time and material basis. **KAS** anticipates project and construction management services to be approximately **\$3,965.00**.
2. **KAS** will perform asbestos air/project monitoring services outlined in Exhibit A for the following fixed unit prices. The fixed unit prices include labor, laboratory analysis and expenses and could change based on variance requirements.

- Background Air Monitoring **\$770.00** (one time)
- Pre-Abatement/During Abatement Air Monitoring **\$630.00** (per day)  
(8-Hour Work Shift)
- Pre-Abatement/During Abatement Air Monitoring **\$675.00** (per day)  
(10-Hour Work Shift)
- Visual Clearance Inspection/Clearance Air Monitoring **\$305.00** (per work area)  
(Interior – Small Work Area)
- Visual Clearance Inspection/Clearance Air Monitoring **\$365.00** (per work area)  
(Interior – Large Work Area)

**Professional Services Agreement, Amendment #2  
KAS, Inc. and City of Plattsburgh  
October 21, 2019**

- Visual Clearance Inspection (Exterior Work Area) **\$100.00** (one time)
- Summary Report **\$495.00** (one time)

Based on the schedule provided by Dan's Hauling, **KAS** provides a budgetary estimate of **\$12,575.00**. The actual price will be based on the efficiency of the contractor and will be billed on a fixed unit price basis.

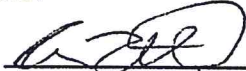
3. **KAS** will bill services rendered on a bi-weekly basis.
4. **KAS** will obtain approval from **CLIENT** prior to deviating from the estimated costs by greater than 10%.

**ARTICLE V – SCHEDULE**

**KAS'** schedule will be in support of the contractor. **KAS** will collect the necessary background air samples prior to the start of the asbestos abatement project and will provide the necessary manpower throughout the project to ensure compliance with the Demolition Project Bid Specification and applicable local, state and federal regulations.

**KAS, INC.**

**CITY OF PLATTSBURGH**

By: 

By: \_\_\_\_\_

Name: Ava Roth  
(Typed or Printed)

Name: \_\_\_\_\_  
(Typed or Printed)

Title: Branch Manager

Title: \_\_\_\_\_

Date: 10/21/19

Date: \_\_\_\_\_



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

**KAS** shall furnish labor, material, equipment, supervision, and services necessary to provide project management and third party air/project monitoring as required by New York State Industrial Code Rule 56 (NYS ICR 56) for the asbestos abatement project located at 25 Margaret Street, Plattsburgh, New York. Specifically, **KAS** will conduct the following scope of work.

### **Project Management**

**KAS** will review all applicable submittals provided by the selected contractor prior to commencement of work. This will include, but not be limited to, the performance bond, insurance, company asbestos license, individual certifications and applicable training documentation, hauling permits and any other information deemed necessary. **KAS** will also hold weekly meetings with the selected contractor to provide updates on the **CLIENT** on progress and planned activities.

### **Asbestos Air/Project Monitoring**

**KAS** will provide the necessary air/project monitoring required by NYS ICR 56. Air/Project monitoring will be conducted by EPA-trained, New York State-certified Air Technician/Project Monitors. Background air monitoring will be performed prior to commencement of the active abatement. Pre-abatement air monitoring will be conducted during preparation of regulated abatement work areas involving the removal of friable asbestos-containing materials (ACMs). During abatement air monitoring will be conducted during removal and cleanup activities. A visual clearance inspection will be conducted upon completion of abatement of a given work area and declaration of an area ready by the abatement contractor supervisor. Clearance air monitoring will be conducted upon completion of a satisfactory visual clearance inspection has been received. A work area will be declared ready for re-occupancy upon receipt of clearance air samples. A summary report will be completed upon receipt of final air results and will summarize onsite work and results.

### ***Assumptions and Conditions***

- Free and easy access and power being provided is assumed;
- Project Monitoring will be limited to visual clearance inspections only;
- The final visual inspection/clearance air sampling is based on a single mobilization. If the visual inspection or clearance air sampling fails after the abatement contractor declares the area ready, additional charges will be incurred and approved by the client prior to commencement;
- 24 hour turn-around time for background air samples and during abatement air samples;
- 3 hour turn-around time for clearances air samples; and,
- **KAS** assumes no responsibility of the contractor, health and safety, and work completed when **KAS** is not present.





Plattsburgh Police Department  
45 PINE STREET  
Plattsburgh, New York

518-563-3411  
518-566-9000 (FAX)

LEVI J. RITTER  
Chief of Police

October 22, 2019

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

Ladies and Gentlemen:

I respectfully request your approval to enter into a new contract to lease the property located at 79 Margaret Street for the Community Police Department. The total cost is the same as last year at \$1,200.00 per month and will be paid for out of a grant that the Police Department is receiving through a State Grant administered by Clinton County. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "L. Ritter", written over a horizontal line.

Chief Levi Ritter  
Plattsburgh Police Department

This lease agreement made this 1st day of November, 2019, between Robert Garrand, hereinafter "Landlord" and the City of Plattsburgh Police Department, attn.: Chief Ritter, hereinafter "Tenant"

WITNESSETH:

For and in consideration of the promises and agreements contained Tenant hereby leases from Landlord certain real property hereinafter described on the following terms and conditions:

**PREMISES:** The leased premises are located in the first floor of the building 79 Margaret St, Plattsburgh, County of Clinton, State of New York (hereinafter "Premises") and consists of approximately 2100 sq. ft. finished retail space with existing lighting and air conditioning equipment, carpet, additional access and use of entire basement below the leased premises.

**TERM & RENTAL:** Tenant shall pay Landlord rent for the leased premises as follows:

**TERM:** the term of this lease shall be 1 year commencing on November 1<sup>st</sup>, 2019 and ending on October 31<sup>st</sup>, 2020, or on such earlier date as this lease may terminate as provided herein, except that if such date falls on a Sunday or legal holiday, then this lease shall terminate on the business day next following on such date.

**RENT:** The Tenant's rent for the first year of the lease term for the fixed minimum base rent shall be \$1200.00, monthly, payable on the 1<sup>st</sup> of each month.

**PLACE FOR PAYMENT:** Tenant shall make payments to Landlord at 5391 Peru St. Office in person or mail to 5391 Peru St. Apt. 3., Plattsburgh, NY 12901.

**Renewal:** Tenant may renew lease upon the expiration of its term at such rent and upon such conditions as the parties may agree.

**LATE PAYMENT:** Tenant acknowledges that prompt payment of the sums herein provided for is necessary for the smooth and efficient conduct of Landlord's business, and Tenant therefore agrees that if any such payment is not made within 10 days of the date it is due, then Tenant shall pay Landlord an additional sum equal to five percent (5) of such overdue payment.

**UTILITIES:** Tenant shall pay for all electricity, water, sewer, and other utility charges consumed and/or used on the leased premises, for heat or other purposes based upon a metered reading of the use of the same at such leased premises.

**TAXES:** The Landlord shall be responsible for all real property taxes.

**BUILDING MAINTENENACE:** Tenant shall maintain the leased premises and shall repair and maintain all equipment, appliances, lighting fixtures, glass, including storefront windows, and all other systems within the leased premises including the heating, plumbing, and air conditioning systems. Tenant shall promptly repair any equipment, systems, or facility malfunction and the maintenance and repair of which is Tenant's obligation. Tenant shall be responsible for cleaning the leased premises and for replacing broken or otherwise malfunctioning light bulbs and tubes. Tenant shall be responsible for trash removal and hauling. Landlord shall be responsible for the structural portion of the building,

including and without limitation to the roof and walls of the structure and further the plumbing and electrical wiring up to the point of entrance into the leased premises. Any other provision of this Lease notwithstanding, it is the parties' intent that the Tenant shall be responsible for any increase in electrical demand that its intended use may require as provided hereinafter.

**MODIFICATIONS BY TENANT:** Tenant shall not structurally alter or modify the leased premises without written consent of Landlord. Any alterations, modifications or installed items which, upon installation, become fixtures, except trade fixtures, shall become the property of Landlord and may not be removed without Landlord's prior written consent. It is hereby agreed between the parties hereto that Tenant shall be responsible for the interior improvements, including all modifications to electrical and telephone systems so to adapt premises to Tenant's use.

**COMMUNICATIONS SYSTEMS:** Tenant will install and maintain any phone or other communication system it desires at its own expense. It shall be the sole responsibility of Tenant to install its own telephone lines and computer requirements.

**USE OF PREMISES AND CONDITIONS:** Tenant warrants and represents that the leased premises will be used for the purpose of law enforcement and community engagement. Tenant has inspected the leased premises and accepts the building system fixtures, and improvements "as is." Tenant shall not abandon or permit the premises to become vacant without the consent of Landlord.

**CODE COMPLIANCE:** Tenant shall ensure that the operations, use and any equipment or other facilities it installs, or any renovations shall comply with all applicable State, Federal, and local rules, regulations and ordinances. Landlord represents that the leased premises complies with local zoning laws and regulations as to the intended use as stated herein at paragraph eleven (11).

So long as Tenant is in compliance with the terms and the provisions of this lease, the Tenant shall be entitled to the unrestricted use and enjoyment of the leased premises.

**TENANT'S SIGN:** Tenant will provide its own signs which will conform to local zoning ordinances and regulations with respect to same.

**LANDLORD'S ACCESS:** Upon providing reasonable notice, Landlord may enter the premises during the hours of 10:00 A.M. and 5:00 P.M., weekdays, for the purpose of inspecting, maintaining, or repairing the leased premises. If repairs of an emergency nature are required, Landlord may enter the leased premises to effectuate such repairs at any time. Landlord may have access to and utilize storage space in the basement of premises

**PUBLIC LIABILITY INSURANCE:** Tenant shall obtain and keep in full force and effect a policy of insurance in the amount of \$1,000,000.00 insuring liability for injuries to the persons or property of third parties occurring on or in connection with the leased premises and Landlord shall be listed as an additional insured. Proof of compliance of the provisions shall be given to the Landlord within ten (10) days of the demand thereof.

**LIENS:** Tenant shall promptly discharge all liens which attaches to the leased premises through its acts or omissions, including, without limitation, mechanic's liens and judgments.



**INDMENIFICATIONS:** Tenant shall indemnify Landlord and hold Landlord harmless from all injuries or property damage occurring on or in connection with the leased premises, except that which arises solely through the actions and negligence of Landlord.

**TOTAL DESTRUCTION:** In the event the building is totally destroyed, this lease shall terminate and the parties shall be liable only for obligations and rights which arose prior to the time of termination.

**PARTIAL DESTRUCTION:** In the event of a partial destruction of the building or other improvement, or of the interior of the premises, which Landlord renders the use of such portion totally unusable, Landlord may terminate this lease, or may elect to rebuild the building or repair and shall be given a reasonable time to do so. Landlord must advise Tenant of its intentions, in writing, within fifteen (15) days of the event. From the occurrence of the partial destruction to the time when the rebuilding is completed, the rent due hereunder shall be reduced to a proportion of the original rent equal to the leased premises available and suitable for use by Tenant. If a portion of the premises is taken and the remainder is still useable by Tenant, then this lease shall remain in effect.

**CONDEMNATION:** If all the leased premises, or so large a portion as to leave the remainder unusable by Tenant, is taken by eminent domain, then this lease shall terminate, and no further rights or obligations shall arise hereunder. If a portion of the premises is taken, and the remainder is still usable by Tenant, then this lease shall remain in effect.

**INTERRUPTION OF SERVICE:** Landlord shall not be responsible for interruptions of service herein to be furnished by Landlord which are caused by conditions beyond its control, and such interruptions shall not constitute a failure of performance under this lease by Landlord.

**FAILURE OF PERFORMANCE BY TENANT:** If Tenant fails to make payments, incur all costs, and perform all other obligations herein agreed by it, Landlord may, at its option, take all reasonable actions to ensure that Tenant's obligations or any of them, are fulfilled, and Tenant shall reimburse Landlord upon demand. Landlord may add such costs and expenses to the rent, and they shall be paid as part of the rental installment next due, and Landlord shall have all other remedies provided by law.

**SUBORDINATION:** This lease shall be subject and subordinate to any and all mortgages, deeds of trust, and other instruments in the nature of a mortgage now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

**TENANT'S DEFAULT:** A default by Tenant hereunder shall include, without limitation: (1) non-payment of a rental installment due; (2) non-compliance with any other term of the lease which is not promptly cured as herein provided; (3) abandonment by Tenant of the leased premises; (4) Tenant seeking relief in Bankruptcy Court and/or adjudication of a bankruptcy; (5) appointment of a receiver or trustee over Tenant; (6) assignment for the benefit of Tenant's creditors; (7) taking of Tenant's leasehold interest of the estate by execution, judgment enforcement, or other process against Tenant.

Upon Tenant's default, Landlord may do any or all of the following: (1) take possession of the premises without terminating the lease, in which case Tenant shall remain liable for any deficiency between the new rental and the rental hereunder provided for and for all reasonable costs of reletting; (2) declare the balance provided for immediately due and payable in full.



If default is a failure to perform any obligation hereunder, other than payment of rent, Landlord shall inform Tenant of such default at the premises address above, and Tenant shall promptly cure such default within fifteen (15) days from Tenant's receipt of such notice, or such greater time as Landlord may specify. Tenant's failure to so cure the default shall entitle Landlord to take any of the actions hereinabove listed. Upon Tenant's default hereunder, Landlord may take all reasonable actions to mitigate.

**LANDLORD'S DEFAULT:** If Landlord fails to perform the obligations hereunder taken by him, Tenant may take reasonable actions to have such obligations fulfilled and deduct the reasonable costs thereof from the payments then next due hereunder.

**REMOVAL OF TENANT'S PROPERTY:** Upon expiration or earlier termination of the lease term, Tenant shall promptly remove its property from the leased premises, excluding all property which is owned, at the time of expiration or termination, by Landlord. In the event of Tenant's failure to remove any of Tenant's property from the leased premises, Landlord is hereby authorized without liability to Tenant for loss or damage and at the sole risk of Tenant, to remove and store any of the property Tenant's expense, or to dispose of it without liability to Landlord. Tenant hereby waives any right, claim, or action for any loss sustained by reason of Landlord's disposition of the property pursuant to the terms of this agreement.

**LEASEHOLD AS SECURITY:** Tenant shall not mortgage or pledge its leasehold in any manner.

**LANDLORD'S FAILURE TO PURSUE:** Landlord's failure to pursue a remedy shall not constitute a waiver of such remedy, nor shall it constitute a waiver of any future default whether of the same or of a different nature.

**TENANT'S EXPENSE:** Except for those items of maintenance, service and expense specifically herein undertaken by Landlord, Tenant shall pay all of the costs of operating its business on the leased premises.

**ASSIGNMENT/SUBLEASE:** This lease may not be assigned without the express written consent of Landlord. Such consent will be exercised at the sole discretion of Landlord.

**VENUE JURISDICTION:** This lease is made in the State of New York and shall be construed under New York State Law. For purpose of any lawsuits, actions, or proceedings brought in connection with this lease, Tenant hereby submits in person to the jurisdiction of the courts of the State of New York, in Clinton County.

**NOTICE:** Any notice from Landlord to Tenant relative to the leased premises or to the occupancy thereof shall be deemed duly served if sent registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant. Any notice from Tenant to Landlord relating to the leased premises or to the occupancy thereof shall be deemed duly served only if mailed to Landlord by registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord at such address as Landlord may from time to time advise in writing to Tenant. All rent notices shall be paid and sent to Landlord.

Dated:

\_\_\_\_\_  
Landlord Robert Garrand

\_\_\_\_\_  
Tenant Chief Levi Ritter

**TOWN OF PLATTSBURGH  
AND  
CITY OF PLATTSBURGH  
WATER SUPPLY AGREEMENT**

**THIS AGREEMENT** is made the 17th day of October 2019, between the **TOWN OF PLATTSBURGH**, a municipal corporation existing according to the laws of the State of New York with a principal place of business at 151 Banker Road, Plattsburgh, New York 12901 (hereinafter referred to as the "Town"), party of the first part; and the **CITY OF PLATTSBURGH**, a municipal corporation existing according to the laws of the State of New York with a principal place of business at 41 City Hall Place, Plattsburgh, New York 12901 (hereinafter referred to as the "City"), party of the second part.

**WITNESSETH:**

**WHEREAS**, the County of Clinton has undertaken a project to develop a Multimodal Transportation Facility, and anticipates the development of a future hotel on lands of Clinton County located within the City of Plattsburgh; and

**WHEREAS**, the City of Plattsburgh does not currently have water utility infrastructure in place to serve the aforementioned development; and

**WHEREAS**, the Town of Plattsburgh is owner of a public water supply main located in close proximity to the aforementioned development; and

**WHEREAS**, the County of Clinton has requested that the Town of Plattsburgh, a regional water supplier, consider providing temporary water supply to the City of Plattsburgh which would subsequently sell the water utility to the aforementioned development; and

**WHEREAS**, the development project is not located within an existing Town Water District; and

**WHEREAS**, a Water Supply Agreement between the Town of Plattsburgh and the City of Plattsburgh is necessary to provide the water supply to the City of Plattsburgh; and

**WHEREAS**, it is the intention of the Water Supply Agreement to provide temporary water supply to the City of Plattsburgh at the Town/City Corporate Boundary, also being the property boundary of tax map parcel 233.6-1-2.1 with the control point being a valve located at the corporate boundary of the Town of Plattsburgh; and



**WHEREAS**, the Town of Plattsburgh will assume no ownership or maintenance of any utility beyond the Town of Plattsburgh corporate boundary other than those describe explicitly in the Water Supply Agreement; and

**WHEREAS**, the Water Supply Agreement shall be in effect for 24 months;

**NOW, THEREFORE**, in consideration of the mutual covenants and Agreements set forth herein, and of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States, to each in hand paid by the other, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

### **I. SCOPE OF AGREEMENT**

1. The City and the Town of hereby agree that this Agreement and amendments thereto shall govern and apply to all water sold by the Town to the City and purchased by the City from the Town during the term of this Agreement and any renewals thereof.

2. The City agrees that it will be responsible for, and will pay to the Town within thirty (30) days of the date of each billing, the total sum payable pursuant to the monthly bill submitted by the Town to the City, in accordance with the terms of this Agreement, amendments thereto and renewals thereof.

### **II. TERM OF AGREEMENT**

The term of this Agreement shall be for a period of two years commencing on the date of this Agreement, the 17th day of October 2019, and ends on the 17 day of October, 2021 unless sooner terminated as set forth below.

### **III. TERMINATION OF AGREEMENT**

1. In the event the City wishes to extend the Agreement beyond the original two year term, it shall notify the Town by certified mail, return receipt requested, sixty (60) days prior to the original termination date. Failure to notify the Town within the sixty (60) day period will result in the termination of the Agreement on the termination date set forth in Section II. If the City wishes to extend the Agreement, the Town and the City shall meet to determine the terms and conditions of the new Agreement.

2. Notwithstanding anything to the contrary set forth in this Agreement, it is understood and agreed between the parties that the Town is authorized to sell to the City only surplus treated water, which is defined as water not required by the Town for its users and other improvement districts of the Town of Plattsburgh.



3. The Town reserves the right to reduce or discontinue complete delivery of treated water to the City in the event there is no surplus water as defined in the preceding paragraph "2" or because of drought, act of God, any act of vandalism or terrorism, emergency or lawful regulations promulgated or orders of any department, division or unit of the County of Clinton, State of New York and United States. In no event will the Town be liable to the City and its users for any damages resulting from any reduction or discontinuance as aforesaid.

4. The City may terminate this Agreement, for any reason, by providing thirty (30) days written notice to the Town.

#### **IV. QUANTITIES OF WATER**

1. The Town agrees that at all times it will attempt to maintain an *anticipated* fire flow rate at 500 gpm at the meter pit meter device adjacent to the boundary lines of the Town of Plattsburgh and the City of Plattsburgh. The Town agrees that at all times it will attempt to maintain a minimum static pressure of 60 psi at the meter pit. However, there is no liability on the part of the Town to the City or to any of its users for the inability of the Town, for any reason, to maintain the aforementioned flow rate and minimum static pressure.

2. The City agrees that it shall abide by any water use restrictions issued by the Town of Plattsburgh.

#### **V. CHARGES**

##### **MONTHLY METERED WATER RATE**

1. The Town shall invoice the City on a monthly basis for surplus water purchased as recorded through the master meter.

2. The monthly metered water rate shall be the same rate as that charged to Town of Plattsburgh users plus 10%, as amended from time to time.

##### **CAPITAL CONTRIBUTION**

The City of Plattsburgh shall pay the Town of Plattsburgh an amount of \$1,526.40 per year. This will be based upon the assessed value of the County Parcel [233.6-1-2.1] in relation to the cost paid within the Base Water District for an equivalent assessed value.

## **VI. PAYMENT PROCEDURE**

1. Effective with the commencement of the purchase of water herein, the Town shall invoice the City for the Capital Contribution upon execution of Agreement.
2. Monthly, the Town will prepare and send to the City an itemized bill for metered water furnished to the City of Plattsburgh. The itemized bill shall list the volume of water furnished through the district meter.
3. Monthly payments will be made by the City within thirty (30) days upon presentation of the itemized bills. In the event any such bills are not paid as aforesaid, the Town shall have the right to commence legal action thereon and/or discontinue the delivery of treated water as set forth herein. Payments received by the Town after thirty (30) days from the billing date shall be subject to a ten percent (10%) late charge per payment due.

## **VII. MISCELLANEOUS**

1. This Agreement is not assignable by either party without the written consent of the other party.
2. This Agreement shall bind the successor and assigns of the parties.
3. The City shall not allow connections to the water system that are outside of the County Parcel [233.6-1-2.1].
4. **ARBITRATION:** Before filing any notice of demand for arbitration, the parties shall make best efforts to resolve any dispute under this Agreement on an informal basis. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The award rendered shall be final and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within thirty (30) days after the dispute has arisen. Under the terms of this Agreement, no suit at law or in equity shall be instituted by either party except to enforce the award of the arbitrator. The arbitrators,

in their award, shall designate which party or parties, if any, are entitled to receive their costs necessarily incurred in the arbitration procedure. The parties agree that all arbitration arising out of or under this Agreement shall be venued in Plattsburgh, New York.

5. NOTICES:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town of Plattsburgh:  
Supervisor Michael Cashman  
151 Banker Road  
Plattsburgh, NY 12901

To City of Plattsburgh:  
Mayor Colin Read  
41 City Hall Place  
Plattsburgh, NY 12901

6. MODIFICATION: This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

7. APPLICABLE LAW: This Agreement is governed by the laws of the State of New York.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**TOWN OF PLATTSBURGH**

  
By: Michael Cashman, Supervisor

**CITY OF PLATTSBURGH**

\_\_\_\_\_  
By: Colin Read, Mayor



**TOWN OF PLATTSBURGH  
TOWN BOARD SEMI MONTHLY MEETING  
October 17, 2019**

**Resolution No. 019-177**

**WATER SUPPLY AGREEMENT  
BETWEEN TOWN OF PLATTSBURGH AND  
CITY OF PLATTSBURGH**

**WHEREAS**, the County of Clinton has undertaken a project to develop a Multimodal Transportation Facility, and anticipates the development of a future hotel on lands of Clinton County located within the City of Plattsburgh; and

**WHEREAS**, the City of Plattsburgh does not currently have water utility infrastructure in place to serve the aforementioned development; and

**WHEREAS**, the Town of Plattsburgh is owner of a public water supply main located in close proximity to the aforementioned development; and

**WHEREAS**, the County of Clinton has requested that the Town of Plattsburgh, a regional water supplier, consider providing temporary water supply to the City of Plattsburgh which would subsequently sell the water utility to the aforementioned development; and

**WHEREAS**, the development project is not located within an existing Town Water District; and

**WHEREAS**, a Water Supply Agreement between the Town of Plattsburgh and the City of Plattsburgh is necessary to provide the water supply to the City of Plattsburgh; and

**WHEREAS**, it is the intention of the Water Supply Agreement to provide temporary water supply to the City of Plattsburgh at the Town/City Corporate Boundary, also being the property boundary of tax map parcel 233.6-1-2.1 with the control point being a valve located at the corporate boundary of the Town of Plattsburgh; and

**WHEREAS**, the Town of Plattsburgh will assume no ownership or maintenance of any utility beyond the Town of Plattsburgh corporate boundary other than those describe explicitly in the Water Supply Agreement; and

**WHEREAS**, the Water Supply Agreement shall be in effect for 24 months;

**WHEREAS**, after review of the Town of Plattsburgh and City of Plattsburgh Water Supply Agreement, which is attached hereto and made a part hereof, by Town Attorney James J. Coffey, now therefore



**BE IT RESOLVED**, that Supervisor Michael Cashman is hereby authorized to execute the attached Water Supply Agreement; and

**RESOLVED**, that a copy of this Resolution be given to the Finance Manager and the Director of Water and Wastewater.

**Motion:** Meg E. LeFevre  
**Seconded by:** Barbara E. Hebert  
**Discussion:**

<b>Roll Call:</b>	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Meg E. LeFevre	x				
Barbara E. Hebert	x				
Charles A. Kostyk			x		
Michael S. Cashman	x				





Plattsburgh Police Department  
45 PINE STREET  
Plattsburgh, New York

518-563-3411  
518-566-9000 (FAX)

LEVI J. RITTER  
Chief of Police

October 17, 2019

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

Ladies and Gentlemen:

I respectfully request your approval for a Police Department employee to travel to Albany, NY for "2019 Crisis Negotiator Workshop" on 11/06/19-11/08/19. This is being put on by the NY State Police and Division of Homeland Security. The total cost should not exceed ~~\$46.50~~ as there is no cost for the training and will be paid out of asset forfeiture. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to be "Levi Ritter", written over a faint, illegible stamp or watermark.

Chief Levi Ritter  
Plattsburgh Police Department