



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
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## MEMO

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

**FROM:** Fire Chief, Scott Lawliss

**DATE:** October 29, 2019

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, October 29, 2019 to Monday, November 4, 2019  
our Department has responded to the following:

<b>Fire Calls</b>	<b><u>20</u></b>
	7 alarm activation with investigation of cause
	3 MVA with patient care and hazardous mitigation
	2 EMS initiated patient care prior to transport ambulance
	2 excessive heat/scorch burns
	1 smoke scare with investigation of cause
	1 smoke/odor removal
	1 steam leak with investigation of cause
	1 water problem with investigation of cause
	1 cooking fire
	1 service call
<b>Ambulance Calls</b>	<b>64</b>
<b>Mutual Aid by CVPH</b>	<b>17</b>

11/05/2019 11:22  
14271bee

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

P 1  
plcvirpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 10/30/19 TO 11/05/19



COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
PROPERTY MAINTENANCE	5
DEPARTMENT TOTALS	5
REPORT TOTALS	5

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

11/05/2019 11:22 CITY OF PLATTSBURGH  
 1427lbee COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 10/30/19 TO 11/05/19

P 2  
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REFERENCE	LOCATION	AREA	RESPONSIBLE PARTY	CREATED
COMPLAINT/VIOLATION	CASE	SOURCE	SEVERITY	COMPLETED
1836	2 RIDGEMOOD DR	JOHN STRACK	0	10/30/2019

VIOLATION PROPERTY MAINTENANCE  
 COMPLAINT THAT LEAVES ARE BEING BLOWN INTO THE CITY STREET FROM THIS PROPERTY.

STEPS	ACTION TYPE	STATUS	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW	11/01/19		
NOTICE	NOTICE	NEW			
FOLLOW UP	INSPECTION	NEW			
ORDER REMEDY	NOTICE	NEW			
APPEARANCE TICKE	OTHER	NEW			

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	11/01/19	11/01/19		.00
COMPLAINT	NICK WALKER				.00

COMPLAINT/VIOLATION TOTALS .00

VIOLATION	SEVERITY	AREA	PLATTSBURGH MHP LLC	COMPLY BY	COMPLETED	DAYS OPEN
1837	0		0			10/30/2019

VIOLATION PROPERTY MAINTENANCE  
 DRAINAGE OF LIQUID WASTE FROM 3 HILLTOP WAY ONTO 5 HILLTOP WAY PROPERTY.

STEPS	ACTION TYPE	STATUS	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW	11/01/19		
NOTICE	NOTICE	NEW			
FOLLOW UP	INSPECTION	NEW			
ORDER REMEDY	NOTICE	NEW			
APPEARANCE TICKE	OTHER	NEW			

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	KYLE BURDO	11/01/19	11/01/19		.00
COMPLAINT	KYLE BURDO				.00

COMPLAINT/VIOLATION TOTALS .00

VIOLATION	SEVERITY	AREA	MOUNTAIN HARBOR PROPERTIES LLC	COMPLY BY	COMPLETED	DAYS OPEN
1839	0		0			11/01/2019

VIOLATION PROPERTY MAINTENANCE  
 COMPLAINT OF UNLIVABLE CONDITIONS. LANDLORD WAS NOTIFIED, BUT NOT ADDRESSING ISSUES. CANNOT SHUT FRONT DOOR, WALLS FALLING A PART, NO HEAT IN ONE BEDROOM.

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		11/03/19		
NOTICE	NOTICE	NEW				
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW	LETTER			
APPEARANCE TICKE	OTHER	NEW				

11/05/2019 11:22  
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 DEPARTMENT: Building Inspector  
 CITY OF PLATTSBURGH  
 COMPLAINTS/VIOLATIONS REPORT

REPORTING PERIOD: 10/30/19 TO 11/05/19

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REFERENCE CASE	LOCATION	COMMENT	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED COMPLIED
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INSPECTION COMPLAINT	INSPECTOR JIM WELCH		REQUESTED 11/03/19	SCHEDULED 11/03/19	RESULTS FEE AMOUNT .00
COMPLAINT/VIOLATION	JIM WELCH				.00
COMPLAINT/VIOLATION TOTALS					

1840	55 BROAD ST		SEVERITY 0	AREA MOUNTAIN HARBOR PROPERTIES LLC	COMPLY BY COMPLETED	11/04/2019
VIOLATION PROPERTY MAINTENANCE LANDLORD NOT ADDRESSING. HOLE IN CEILING SINCE AUGUST AFTER LEAK. WASP INFESTATION (UNSURE IF STILL THERE AND DORMANT).						

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW	NOTICE	11/06/19		
NOTICE	INSPECTION	NEW	LETTER			
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW				
APPEARANCE TICKET	OTHER	NEW				

INSPECTION COMPLAINT	INSPECTOR JIM WELCH		REQUESTED 11/06/19	SCHEDULED 11/06/19	RESULTS FEE AMOUNT .00
COMPLAINT/VIOLATION	JIM WELCH				.00
COMPLAINT/VIOLATION TOTALS					

1838	73 CORNELIA ST		SEVERITY 0	AREA PLATTSBURGH HOUSING AUTHORITY	COMPLY BY COMPLETED	11/01/2019
VIOLATION PROPERTY MAINTENANCE COMPLAINT OF CIGARETTE SMOKE BEING BLOWN INTO APARTMENT IN THE EVENING. RESIDENT HAS HEART AND LUNG CONDITIONS, CANNOT TOLERATE SMOKE. SMOKING IS NOT SUPPOSED TO BE ALLOWED IN THE BUILDING.						

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW	NOTICE	11/03/19		
NOTICE	INSPECTION	NEW	LETTER			
FOLLOW UP	INSPECTION	NEW				
ORDER REMEDY	NOTICE	NEW				
APPEARANCE TICKET	OTHER	NEW				

INSPECTION COMPLAINT	INSPECTOR JIM WELCH		REQUESTED 11/03/19	SCHEDULED 11/03/19	RESULTS FEE AMOUNT .00
COMPLAINT/VIOLATION	JIM WELCH				.00
COMPLAINT/VIOLATION TOTALS					

DEPARTMENT TOTALS  
 COMPLAINT/VIOLATION ACTIVITY 10/30/19-11/05/19: 5 COMPLAINTS/VIOLATIONS 0 COMPLETED .00

11/05/2019 11:22  
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CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

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DEPARTMENT: Building Inspector

REPORTING PERIOD: 10/30/19 TO 11/05/19

REFERENCE LOCATION  
CASE

COMMENT

AREA SOURCE

RESPONSIBLE PARTY SEVERITY

CREATED  
COMPLIED

REPORT TOTALS  
COMPLAINT/VIOLATION ACTIVITY 10/30/19-11/05/19:

5 COMPLAINTS/VIOLATIONS  
5 CREATED 0 COMPLIED

.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 11/01/2019 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	6	9	14	6	10	14	13	12	12	133
ABC VIOLATIONS	0	56	0	0	0	0	2	2	0	2	0	2	19	83
ABSCONDED	0	2	5	4	1	0	0	2	1	4	2	2	1	24
ADMINISTRATIVE	0	4	4	5	6	9	5	3	4	3	9	11	2	65
AIDED MEDICAL	0	43	33	12	11	9	14	19	26	25	28	41	36	297
ALARM	0	20	17	21	31	21	14	22	15	39	34	14	12	260
ANIMAL DOMESTIC	0	5	5	4	1	7	19	25	27	26	20	18	8	165
ANIMAL WILD	0	4	0	0	0	7	3	2	5	2	1	3	2	29
ASSAULT	0	10	10	0	3	5	1	3	3	7	5	5	1	53
BAD CHECK	0	0	0	0	0	2	1	3	2	2	0	0	0	10
BEAT MONITORING	0	80	34	0	0	0	0	0	0	0	0	0	0	114
BKGRND INVT CIVILIAN	0	0	0	0	3	29	29	7	7	0	0	0	0	75
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	12	4	2	51
CHILD SEAT INSTALL	0	0	0	0	0	1	0	0	0	0	8	7	0	16
CITY CODE VIOLATION	0	10	7	0	0	1	8	3	3	5	6	7	16	66
CRIMINAL MISCHIEF	0	9	6	2	2	16	7	11	11	14	10	11	7	106
CROSSING GUARD	0	0	0	0	6	9	1	3	9	3	0	2	1	34
DEATH INVEST	0	0	1	1	0	2	1	2	5	1	1	2	0	16
DISORDERLY PERSONS	0	51	42	7	1	6	17	20	33	30	28	39	45	319
DOG SEIZURE	0	0	0	0	1	0	4	1	2	1	1	0	0	10
DOMESTIC	0	27	26	10	17	10	30	28	30	27	43	62	46	356
DOOR UNLOCKING	0	3	2	1	14	27	34	43	38	45	39	27	13	286
DRUG INVESTIGATION	0	7	3	2	1	13	25	30	25	28	25	16	6	181
DWI / IMPRD / DRUGS	0	11	14	0	1	0	0	1	0	0	0	1	7	35
EMOTIONALLY DISTRBD PERSN	0	7	5	4	5	7	6	9	16	15	13	10	14	111
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	11	25	52	107	30	10	4	1	0	240

FIRE	0	0	3	0	2	2	2	2	4	3	7	3	5	4	35
FOOT PATROL	0	69	78	35	0	3	10	15	12	10	12	38	58	340	
FORGERY	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
FRAUD	0	0	0	0	2	7	7	7	4	2	2	1	0	30	
HARASSMENT	0	4	6	3	0	16	29	27	33	28	27	33	20	226	
INSECURE PROPERTY	0	20	27	16	3	1	0	0	1	1	4	10	23	106	
JUVENILE	0	0	1	0	2	20	8	15	18	15	17	11	3	110	
KIDNAPPING	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
LARCENY	0	8	4	3	7	26	49	46	38	36	29	32	7	285	
LOST AND FOUND	0	9	18	4	14	27	46	38	36	43	28	18	12	293	
M/V ACCIDENT	0	10	7	2	18	66	98	145	147	114	58	40	10	715	
M/V OFFENSE	0	7	2	0	0	5	4	4	4	8	9	10	8	61	
M/V THEFT	0	0	0	0	0	0	3	1	0	2	0	1	1	8	
MARIJUANA INVST	0	0	0	0	0	3	1	3	5	4	2	1	1	20	
MEDIATION-NO OFFENSE	0	3	1	5	1	4	3	2	6	6	8	7	6	52	
MISC CALLS	0	42	31	10	20	46	61	66	67	58	71	63	50	585	
MISC OFFENSES	0	3	2	0	1	16	18	6	10	16	9	5	2	88	
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	2	0	8	
NEIGHBOR CRISIS	0	1	1	2	1	1	3	13	8	17	15	6	7	75	
NOISE VIOLATION	0	101	45	9	4	8	11	8	15	21	24	67	108	421	
OPEN CONTAINER	0	5	2	0	0	0	0	0	1	0	0	2	4	14	
OUTSIDE AGENCY ASSIST	0	10	4	5	3	6	7	12	14	9	11	9	9	99	
PARKING VIOLATIONS	0	4	3	1	13	12	23	16	13	4	9	8	13	119	
PAROLE NOTIFICATION	0	0	0	0	4	32	28	11	15	2	0	0	0	92	
PRISONER TRANSPORT	0	2	0	0	21	80	16	11	19	15	11	13	3	191	
PROPERTY RETRIEVAL	0	1	1	1	1	12	11	11	17	17	13	10	5	100	
REPOSESION	0	1	1	0	1	0	1	2	5	2	1	2	2	18	
ROBBERY	0	0	0	0	0	0	0	0	0	0	1	0	1	2	
SAFE SCRIPTS PROGRAM	0	0	0	0	0	25	8	16	17	0	0	0	0	66	
SERVICES	0	42	40	39	38	213	247	81	13	11	14	67	58	863	
SEX CRIMES	0	3	2	2	1	7	8	4	7	6	1	2	2	45	
SEX OFFNDR REGISTRATION	0	0	0	0	1	12	19	4	3	1	0	0	0	40	

SICK LEAVE	0	3	12	25	16	5	13	18	11	23	5	7	5	143
SIDEWALK ORDINANCE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
SUSPICIOUS ACTIVITY RPT	0	28	21	7	4	9	12	19	11	18	16	59	57	261
TRAFFIC DETAIL	0	0	0	0	7	9	1	7	1	1	9	11	2	48
TRAFFIC STOP	0	226	162	38	13	93	117	98	126	72	69	521	467	2002
TRESPASSING	0	24	12	5	8	8	17	12	15	12	21	16	20	170
WARRANT	0	7	1	0	1	3	4	4	13	6	2	7	5	53
WELFARE CHECK	0	49	52	17	26	53	61	59	70	44	66	110	60	667
Totals:	0	1047	771	314	357	1054	1237	1148	1090	951	872	1494	1286	11621



**BLOTTER ACTIVITY REPORT**

By Time of Day

FOR DATE RANGE OF 10/27/2019 00:00 TO 11/03/2019 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	1	0	0	1	0	1	0	0	2	0	0	0	5
ABC VIOLATIONS	0	1	0	0	0	0	0	0	0	0	0	0	0	1
ABSCONDED	0	0	0	0	0	0	0	0	0	1	0	0	0	1
ADMINISTRATIVE	0	0	1	0	0	0	0	0	0	0	0	0	0	1
AIDED MEDICAL	0	3	1	0	1	0	1	0	0	0	2	1	2	11
ALARM	0	0	2	2	1	0	0	0	0	1	2	1	0	9
ANIMAL DOMESTIC	0	0	0	0	0	0	1	0	2	0	1	0	0	4
ANIMAL WILD	0	0	0	0	0	0	0	1	0	0	0	0	0	1
ASSAULT	0	0	0	1	0	0	0	0	0	1	0	0	0	2
BEAT MONITORING	0	4	0	0	0	0	0	0	0	0	0	0	0	4
BKGRND INVST CIVILIAN	0	0	0	0	3	6	5	6	0	0	0	0	0	20
BURGLARY	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CITY CODE VIOLATION	0	0	0	0	0	0	1	0	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	0	0	0	0	0	1	1	0	0	0	0	0	2
CROSSING GUARD	0	0	0	0	0	1	0	0	0	0	0	0	0	1
DISORDERLY PERSONS	0	2	5	2	0	0	1	0	0	1	0	2	0	13
DOMESTIC	0	0	0	0	0	1	1	1	0	1	2	1	0	7
DOOR UNLOCKING	0	0	0	0	0	1	1	1	1	4	2	0	2	12
DRUG INVESTIGATION	0	0	0	0	0	0	0	1	0	1	0	0	0	2
EMOTIONALLY DISTURBD PERSN	0	0	0	0	0	1	0	0	0	0	0	0	0	1
FINGERPRINTING	0	0	0	0	0	1	3	0	0	0	0	0	0	4
FIRE	0	0	0	0	1	0	0	0	0	0	0	0	0	1
FOOT PATROL	0	2	0	0	0	0	0	0	1	0	0	0	1	4
HARASSMENT	0	1	0	1	0	1	1	0	0	0	3	2	0	9
INSECURE PROPERTY	0	1	0	0	0	0	0	0	0	0	0	0	0	1
JUVENILE	0	0	0	0	0	0	0	0	0	0	1	0	0	1
LARCENY	0	0	0	0	0	2	0	1	2	0	2	0	0	7
LOST AND FOUND	0	0	0	2	0	1	1	0	0	0	0	1	0	5

M/V ACCIDENT	0	0	1	0	0	1	2	4	1	2	4	1	2	4	1	2	1	0	1	0	1	15
M/V OFFENSE	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	2
MISC CALLS	0	1	0	1	4	1	5	1	1	0	3	1	0	1	2	1	2	2	2	2	21	
MISC OFFENSES	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
NEIGHBOR CRISIS	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	2	
NOISE VIOLATION	0	7	3	1	0	0	0	0	0	0	0	1	1	0	1	0	1	3	1	17		
OPEN CONTAINER	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
PARKING VIOLATIONS	0	0	0	0	0	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	6	
PAROLE NOTIFICATION	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	
PRISONER TRANSPORT	0	0	0	0	0	1	1	1	0	1	0	1	0	0	0	0	0	0	0	0	3	
REPOSESSION	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	
SAFE SCRIPTS PROGRAM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
SERVICES	0	0	0	1	0	2	7	0	0	0	0	1	0	0	0	0	0	0	0	0	12	
SICK LEAVE	0	1	1	2	1	1	0	0	3	0	2	0	0	0	0	0	0	0	0	0	11	
SUSPICIOUS ACTIVITY RPT	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3	3	7		
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3		
TRAFFIC STOP	0	7	5	0	0	0	1	0	0	0	3	1	3	1	11	10	40					
TRESPASSING	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2		
WARRANT	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	
WELFARE CHECK	0	2	3	0	0	2	3	1	1	4	1	0	1	0	1	2	19					
Totals:	0	34	22	13	13	31	41	19	22	26	21	30	28	300								

CITY OF PLATTSBURGH, NEW YORK  
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Oct19

REVENUE SOURCES			CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	BINGO	\$0.00		\$0.00
Bingo Licenses (State)	1-0632	G 0632			\$0.00
Bingo License Fees 3%	25-2540	BINGO	\$77.28		\$77.28
Building Permits	25-2555	PRMTS			\$0.00
Circus License	25-2502				\$0.00
City Code	12-1255				\$0.00
Code Civil Compromise	26-2614				\$0.00
Contractor Fees	25-2557	CNTRR			\$0.00
Dog Licenses	25-2542	DOGLIC	\$410.00		\$410.00
State Neuter/Spay Surcharge				\$68.00	\$68.00
Extract of Records	12-1255	CLERKF	\$0.00		\$0.00
Game of Chance Lic. (City)	25-2541	GAMCHN			\$0.00
Game of Chance Lic. (State)	1-0632	G 0632			\$0.00
Gas Permits	15-1540	FIRFEE	\$230.00		\$230.00
Going Out of Business Lic	25-2509				\$0.00
Hauler's License	25-2505	REFLIC	\$0.00		\$0.00
Housing Code	21-2110	ZONE			\$0.00
Impound Fees	15-1550	PUBPND	\$50.00		\$50.00
Interest Temp	1124-2401	INTERE	\$1.82		\$1.82
Jeweler's Licenses	25-2503	VNDLIC			\$0.00
Marriage Licenses	25-2545	MARRIA	\$525.00	\$675.00	\$1,200.00
Notary Fees	12-1255	CLERKF			\$0.00
Peddler/Vendor License	25-2503	VNDLIC	\$0.00		\$0.00
Returned Check Charges	12-1255	CLERKF			\$0.00
Sign Permits	25-2590	SIGNPM			\$0.00
Specifications	T-30	TP300	\$0.00	\$0.00	\$0.00
Special Use Permits	21-2110	ZONE			\$0.00
Subdivision Fee	21-2110	ZONE	\$50.00		\$50.00
Subdivision Ordinance	12-1255	CLERKF			\$0.00
Taxi Operator's Licenses	25-2507	TXIPRT	\$270.00		\$270.00
Taxi Vehicle Licenses	25-2504	TXIVEH	\$880.00		\$880.00
Tree/Stump Removal License	25-2508	TREREM	\$0.00		\$0.00
Vital Statistics	16-1603	VITSTA	\$5,346.00		\$5,346.00
Zoning Ordinances	21-2110	ZONE			\$0.00
Zoning Variances	21-2110	ZONE			\$0.00
OTHER REVENUE					
Riverwalk					
1127-2753					\$0.00
Auditorium					
1127-2752		G 2752	\$0.00		\$0.00
Centennial Plaques					
1127-2705					\$0.00

Lake Champlain Memorial

1127-

RECOVERED FUNDS

Telephone

1-1410000-4414

\$0.00

Postage

1-1410000-4470

\$0.00

Print & Copy

1-1410000-4431

\$0.00

DISBURSEMENTS:

\$7,840.10    \$743.00

\$8,583.10

NYS Dept of Health

\$675.00 Check No 1539

NYS Dept of Ag & Mkts

\$68.00 Check No 1540

TOTAL PAID OTHERS:

\$743.00

ADJUSTMENT: NONE

Shortage/Overage

Chamberlain (Spec. Deposits)

\$0.00 Check No

Chamberlain (New Revenue)

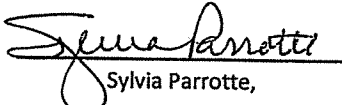
\$7,840.10 Check No 1541

Amount Due City Chamberlain:

\$7,840.10

Dated at Plattsburgh, New York

\$8,583.10

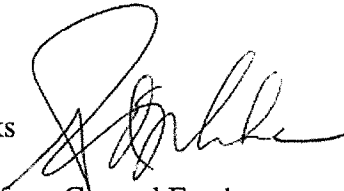
  
Sylvia Parrotte,  
City Clerk

4-Nov-19



**Richard A. Marks**  
City Chamberlain

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

DATE: November 4, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Transfer – General Fund

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

Increase: General Fund – Police Overtime Payroll	13120000-1200	\$54,690.00
Increase: General Fund – Police Vehicle Repairs	13120000-4452	\$10,000.00
Increase: General Fund – Police Electricity	13120000-4411	\$ 2,480.00
Increase: General Fund – Police Postage	13120000-4470	\$ 769.00
Increase: General Fund – Police Equipment Repairs	13120000-4450	\$ 500.00
Decrease: General Fund – Traffic Violations Payroll	11130000-1100	\$30,000.00
Decrease: General Fund – Contingency	11990000-4430	\$38,239.00
Decrease: General Fund – Police Shipping & Trans.	13120000-4471	\$ 200.00

To provide for under-budgeted appropriations for the Police Department recognized to date and projected to year-end from the General Fund actual expenditure results. The budget transfer will not increase the General Fund budgeted appropriations in 2019, therefore not requiring the use of Unassigned Unappropriated Fund Balance from the General Fund, but it will transfer the reduction to the Police Overtime Payroll budget posted January 17<sup>th</sup>, 2019, back to the overtime payroll budget for the police to cover the year-end projected cost.


Thank you for your attention to this request.

Cc: Chief Ritter  
Heather Silver  
Barbara Phillips  
Lynda Mulcahy



**Richard A. Marks**  
City Chamberlain

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

DATE: November 4, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Transfers – Water & Sewer Funds

It is being requested to adjust the 2019 Water & Sewer Fund budgets, as follows:

Increase: Water Fund – T&D Materials and Supplies	48340000-4330	\$15,000.00
Decrease: Water Fund – T&D Buildings & Grounds	48340000-4340	\$15,000.00
Increase: Sewer Fund – Sanitary Sewer SC Mat. & Supp.	58120000-4310	\$ 5,000.00
Decrease: Sewer Fund – Sanitary Sewer Bldgs. & Grounds	58120000-4340	\$ 5,000.00

To adjust the 2019 Water & Sewer Fund Budgets for additional appropriations for repair parts necessary to making repairs to the Water Transmission & Distribution System and the Sanitary Sewer System. The appropriations transfers will not increase the 2019 Water & Sewer Fund budgets.

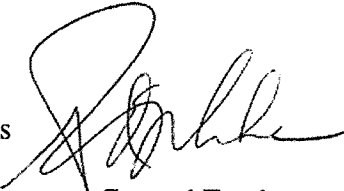
Thank you for your attention to this request.

Cc: Mike Brodi  
Jon Ruff  
Barbara Phillips  
Lynda Mulcahy



**Richard A. Marks**  
City Chamberlain

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

DATE: November 4, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Adjustment – General Fund

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

Increase: General Fund – Data Processing Contract Services	11680000-4430	\$22,000.00
Increase: General Fund - Assigned Appropriated Fund Balance	1-0599	\$22,000.00

To provide for the unbudgeted costs for installation of OpenGov application software and related implementation costs needed to develop the system for deployment to the City's website. The additional funding was authorized by Council resolution on October 10<sup>th</sup>, 2019, prior to obtaining a final quote from OpenGov for the installation, which has now been obtained, and this increase in appropriations will increase the General Fund budgeted appropriations by \$22,000.00 in 2019.


Thank you for your attention to this request.

Cc: Barbara Phillips  
Lynda Mulcahy



**Richard A. Marks**  
City Chamberlain

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

DATE: November 4, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Adjustment – Parking Fund

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

Increase: Parking Fund – Purchase of Land Cont. Svcs.	31940000-4430	\$15,692.00
Increase: Parking Fund – Overtime Payroll	35650000-1200	\$ 3,320.00
Increase: Parking Fund – Electricity	35650000-4411	\$ 1,041.00
Increase: Parking Fund – Water	35650000-4412	\$ 185.00
Increase: Parking Fund – Sewer	35650000-4413	\$ 224.00
Decrease: Parking Fund – Contract Services	35650000-4429	\$ 3,200.00
Decrease: Parking Fund – Contract Services	35650000-4430	\$ 1,450.00
Decrease: Parking Fund – Contingency	31990000-4430	\$ 120.00
Increase: Parking Fund - Assigned Appropriated Fund Balance	3-0599	\$15,692.00

To provide appropriation for the unbudgeted cost of \$15,692.00 for 2019 property taxes payable for the Glens Falls National Bank property that was purchased by the Parking Fund in December of 2018, and for additional appropriation transfers necessary to cover projected over budget accounts for year-end 2019. This adjustment will increase the Parking Fund budgeted appropriations by \$15,692.00 in 2019.

Thank you for your attention to this request.


Cc: Matt Miller  
Barbara Phillips  
Lynda Mulcahy





**Richard A. Marks**  
City Chamberlain

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

DATE: November 4, 2019  
MEMO TO: Mayor Read  
FROM: Richard Marks   
RE: Budget Transfer – General Fund

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

Increase: General Fund – Finance Regular Payroll	11310000-1100	\$ 4,278.00
Increase: General Fund – Finance Overtime Payroll	11310000-1200	\$ 4,943.00
Increase: General Fund – Finance Telephone	11310000-4414	\$ 862.00
Increase: General Fund – Finance Fees for Services	11310000-4440	\$ 850.00
Increase: General Fund – Data Proc. Overtime Payroll	11680000-1200	\$ 3,178.00
Increase: General Fund – Data Proc. Telephone	11680000-4414	\$ 425.00
Increase: General Fund – Data Proc. Repairs to Equip.	11680000-4450	\$ 800.00
Increase: General Fund – Unemployment	19050000-8000	\$ 2,800.00
Decrease: General Fund – Finance Non-Comp. Payroll	11310000-1400	\$ 2,504.00
Decrease: General Fund – Finance Printing & Copy	11310000-4431	\$ 523.00
Decrease: General Fund – Data Proc. Regular Payroll	11680000-1100	\$ 7,934.00
Decrease: General Fund – Data Proc. Non-Comp. Payroll	11680000-1400	\$ 3,745.00
Decrease: General Fund – Workers’ Compensation	19040000-8000	\$ 2,800.00
Decrease: General Fund – Contingency	11990000-4430	\$ 630.00

To provide for additional appropriation transfers necessary to cover projected over budget accounts for year-end 2019 in the Finance, Data Processing and Unemployment cost centers. This adjustment will not increase the General Fund budgeted appropriations for 2019.

Thank you for your attention to this request.

Cc: Matt Miller  
Barbara Phillips  
Lynda Mulcahy



11 British American Boulevard, Suite 200  
Latham, New York 12110  
tel: 518 782-4500  
fax: 518 786-3810

October 11, 2019

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

Subject: Water Resource Recovery Facility (WRRF) Dewatering Upgrades Project  
Amendment No. 3 – Construction Administration Services

Dear Mr. Ruff:

Camp Dresser McKee & Smith (CDM Smith) is pleased to present this contract amendment to the City of Plattsburgh (City) for engineering services during construction of the Water Resource Recovery Facility (WRRF) Dewatering Upgrades Project.

## Project Understanding

CDM Smith is presently finalizing the design for the upgrades that will be bid as separate general, mechanical and electrical prime contracts for the WRRF Dewatering Upgrades Project. The project is scheduled to bid during the fourth quarter of 2019 or first quarter of 2020 with construction proceeding thereafter. The upgrades will require an estimated 14 months to complete.

Our proposal includes construction administration services for covering the three prime contracts. Given the nature of the upgrades, we understand the City will provide day to day oversight of the contractors and act as Project Coordinator. Therefore, CDM Smith will only provide periodic inspections of the work by discipline specific personnel and we have not included the services of a part- or full-time resident project representative.

## Proposed Scope of Work

### Construction Administration Services

CDM Smith will provide construction administration services to the City covering the three prime contracts during the estimated 14-month construction period. The following construction administration services will assist the City regarding contractor compliance with the Contract Documents, as well as to resolve unexpected or unforeseen conflicts and/or field conditions. Specifically, the scope of services includes:

- Arrange and attend a pre-construction kick-off meeting.





Mr. Jonathan Ruff, P.E.  
October 11, 2019  
Page 2

- Review and process construction shop drawings and specifications submitted by contractors for compliance with the design concept. We are estimating approximately 150 submittal reviews given the size and complexity of this project along with the number of submittals processed on similar projects.
- Respond to construction related questions raised by the contractors issued as Requests for Information (RFI). Processing questions using this process has become more commonplace in the industry as contractors seek to formally document all aspects of the work. Therefore, we are assuming approximately 50 RFI's.
- Receive, review, and prepare change orders as they develop and provide the City with a recommendation on the validity of the change. Based on the level of detail in our design and experience on similar projects we assume change orders will be within 5% of the overall construction costs.
- Review and certify the contractors' monthly and final payment applications.
- Conduct monthly construction progress meetings on site and develop minutes.
- Conduct bi-weekly construction coordination calls with the contractor's and the City's Project Coordinator.
- Prepare a baseline construction schedule and monthly updates based on information received from the prime contractors.
- Conduct periodic inspections by process discipline staff to monitor overall construction progress and conformance to the contract documents.
- Conduct up to 2 site visits during construction for each specialty discipline design staff (structural/architectural, mechanical, instrumentation and electrical).
- Witness control system testing (2 days) and BFP startup and testing (3 days) with participation by process, instrumentation and electrical staff.
- Inform the City in writing of any operations and procedures that may lead to a delay in the construction schedule.
- Conduct a final walk through with each discipline in attendance and prepare a final inspection punch list.
- Verify completion of punch list items and recommend issuance of final completion notice.
- Provide NYSEFC funding support including Minority/Women Business Enterprise (MWBE) coordination with the prime contractors, Davis Bacon wage rate compliance and compliance with American Iron and Steel (AIS) Act.





Mr. Jonathan Ruff, P.E.  
October 11, 2019  
Page 3

During the periodic site visits, we will verify that the construction work conforms to the provisions of the contract documents. We shall notify the City and contractor of work not conforming to the contract documents.

This project involves the installation of replacement equipment systems that are similar in nature to what the City presently uses. Therefore, we assume the O&M manuals and on-site manufacturers training are sufficient and CDM Smith does not need to prepare an overall O&M manual or provide process and equipment training. CDM Smith will review the manufacturer's O&M manuals, ensure all required training and site visits are provided and witness startup tests.

## City of Plattsburgh Responsibilities

During the course of this assignment, the City will:

- Provide access to the WRRF for inspections.
- Allocate time for staff to attend construction progress meetings where all experienced WRRF staff members would be available for discussion to provide input into the project progress.
- Process all necessary paperwork to the NYSEFC.
- Provide a designated individual to act as Project Coordinator as defined in Division 0 and 1 of the project specifications including but not limited to providing daily oversight and inspection services, preparing daily logs and coordinating the work schedules of contractors with each other and the City's activities.

## Project Schedule

As noted above, CDM Smith assumes the project will be constructed within 14 months of issuing the Notice to Proceed for construction. CDM Smith will provide the services defined herein during these time periods.

## Project Costs

CDM Smith proposes to provide the services described herein on a time and expense basis for a not-to-exceed fee of \$266,000 increasing our upper limit from \$320,300 to \$586,300. CDM Smith will invoice the City monthly in accordance with the schedule of hourly billing rates included in our agreement for the labor hours, out of pocket expenses and subcontractors utilized in performing the work. A breakdown of the estimated hours and fees is presented below.





Mr. Jonathan Ruff, P.E.  
October 11, 2019  
Page 4

Item	Hours	Fee
Overall Construction Administration and Process Discipline	1,450	\$169,000
Electrical & Instrumentation Disciplines	500	\$66,000
Structural and HVAC Subcontractors	NA	\$21,000
Lead & Asbestos Testing Subcontract	NA	\$5,000
Expenses (Travel)	NA	\$5,000
Total	1,950	\$266,000

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

As always, if you have any questions or need additional information, please contact me directly at (518) 782-4500.

Very truly yours,

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

Approved:

---

Colin L. Read  
Mayor

---

Date



## FIRST AMENDMENT TO RESIDUALS MANAGEMENT SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE RESIDUALS MANAGEMENT SERVICES AGREEMENT (the "Amendment") is entered into as of November 1, 2019 by and between the City of Plattsburgh, 41 City Hall Place, Plattsburgh, NY 12901 and New England Waste Services of Maine, Inc. d/b/a Casella Organics, f/k/a New England Organics ("Casella Organics"), a Maine corporation with an office at 110 Main St., Suite 1308, Saco, ME 04072.

### BACKGROUND

A. The City of Plattsburgh and Casella Organics entered into a Residuals Management Services Agreement (the "Agreement") dated as of February 7, 2007, setting forth the terms and conditions upon which Casella Organics has agreed to receive biosolids residuals generated at the City wastewater treatment plant at the Waste USA Landfill located in Coventry, VT; and

B. The Agreement provides that The City of Plattsburgh and Casella Organics may agree to amend the Agreement in writing; and

C. The parties desire to update several terms and conditions of the Agreement and Appendices.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Words used herein with initial capital letters without further definition shall have the same meaning ascribed to such words in the Agreement.

2. DEFINITIONS in the Agreement titled "Facility" is hereby deleted in its entirety and replaced with the following:

**"FACILITY**

Grasslands, referred to in this agreement, is the Grasslands Manufacturing Facility located in Chateaugay, NY.

NEWSVT, referred to in this agreement, is the New England Waste Services of Vermont Landfill located in Coventry, VT."

3. Section 1 "Service", Paragraph 1.1, "General" is hereby deleted in its entirety and replaced with the following:

**General.** Contractor will accept at least two loads of Residuals per week at Grasslands during the term of this Agreement, according to a schedule (the "Schedule"), mutually agreed at least one week in advance. Customer will be responsible for transportation of Residuals. In the event that the Contractor is for any reason unable to accept the Customer's Biosolids at Grasslands, Customer will deliver the loads to NEWSVT according to the Schedule, at the option of the Customer. If Contractor is not able to accept Biosolids at Grasslands and Customer opts to make other arrangements, the Minimum Quantity described in Section 5.1 will be reduced by the amount not able to be accepted.

4. Section 2, "Price & Terms", Paragraph 2.1, "Base Price" is hereby deleted in its entirety and replaced with the following:

**Base Price.**

The price for residual management services at Grasslands shall be \$56.00/wet ton.

The price for disposal services at NEWSVT shall be \$75.00/wet ton.

5. Section 7, "Term & Survival", Paragraph 7.1, "Term" is hereby deleted in its entirety and replaced with the following:

Term. The Initial Term of this Agreement shall be two (2) years from the latest day of execution (February 7, 2007). Thereafter, the Term shall be automatically extended for additional one (1) year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail, or certified or registered mail, return receipt requested, at least one (1) month prior to the expiration of the Initial Term or any subsequent renewal Term.

6. Except as expressly amended herein, the Agreement remains in full force and effect in accordance with its terms and conditions and is hereby ratified and confirmed by each of the City of Plattsburgh and Casella Organics.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Residual Management Services Agreement be executed by their duly authorized representatives as of the date first set forth above.

**City of Plattsburgh**

**NEW ENGLAND WASTE SERVICES  
OF ME, INC. D/B/A CASELLA  
ORGANICS**

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

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

Name: \_\_\_\_\_

Name: Michael Hodge

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

Title: Vice President \_\_\_\_\_

Original

## RESIDUALS MANAGEMENT SERVICE AGREEMENT

### DEFINITIONS

Customer: City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

Contractor: New England Waste Services of ME, Inc., (d/b/a New England Organics)  
135 Presumpscot Street #1  
Portland, ME 04103

Plant: The plant referred to in this Agreement is the City of Plattsburgh, NY Waste Water Treatment Plant located on Green Street in Plattsburgh, New York.

Facility: The facility referred to in this Agreement is the Waste USA Landfill located in Coventry, VT.

Residuals: The materials referenced in this Agreement are biosolids generated and treated at the Plant and shall be defined as "Residuals" herein.

Hauler: The transporter of the residuals. Under this agreement the Hauler may be either the Customer, or Customer's subcontractor.

### RECITALS

WHEREAS, Customer operates the Plant, and, as a residual by-product thereof, generates approximately 8,500 wet tons per year of Residuals; and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the final disposition of 175 tons per month of said Residuals on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the undersigned parties hereby agree as follows:

#### 1. SERVICE

1.1. General. Contractor will accept two truck loads of Residuals for disposal at the Facility per week during the term of this agreement, according to a schedule (the "Schedule"), mutually agreed at least one week in advance. Customer will be responsible for transportation of Residuals.

1.2. Residuals Removal Schedule. The Schedule for removal of Residuals shall be prepared by Customer weekly and approved by the Contractor and mutually agreed at

#### Confidential Information

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least one week in advance. Customer will apply good faith efforts to accurately prepare the Schedule. Contractor will modify Schedule to meet the dewatering schedules of the Plant upon 24 hours notice. Unless prior approval is obtained from the Contractor, Residuals must be loaded and transported in order that they are delivered to the Facility between the hours of 7:00 am and 3:00 pm. The Landfill is closed, and cannot accept residuals on weekends, and Holiday's.

- 1.3. The Containers. *This section left intentionally blank*
- 1.4. Loading. Customer will not provide and Contractor will not accept overweight loads at the Facility.
- 1.5. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes other than those specified above, in accordance with applicable regulations.
- 1.6. Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation (as applicable) and disposal of all Residuals, and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor has obtained permits to dispose of the Residuals in the Facility. Contractor will use reasonable business efforts to obtain permits and approvals, as may become required to fulfill its responsibilities pursuant to this Agreement. Contractor will use reasonable business efforts to maintain all such permits and approvals. Contractor will provide to Customer copies of all permits relevant to the performance of their obligations hereunder, as requested. As the generator of the Residuals, Customer will provide Contractor with information about the production and/or waste treatment process generating the Residuals, the Residuals themselves, and the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary for Contractor to manage the Residuals as contemplated herein.

## 2. PRICE & TERMS

### 2.1. Base Price.

The price for service shall be \$45/wet ton for disposal of the residuals at the Facility.

For quantities of Residuals received by the Contractor in excess of the Minimum Quantity as provided in Article 5, price shall be as mutually agreed in writing.

### 2.2. Minimum Load. *This section intentionally left blank.*

### 2.3. Demurrage. *This section intentionally left blank.*

### 2.4. Payment Terms & Credit Approval. Contractor's payment terms are Net Twenty (20) days. Customer agrees to make payment at the office of Contractor specified on the invoice within twenty (20) days after the date of Contractor's invoice. In the event Contractor has not received payment within twenty (20) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late

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fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 9% per year, whichever is less. This Agreement and payment terms are effective only after Contractor's approval of Customer's credit.

## 2.5. Rate Adjustments.

2.5.1. Contractor may change rates hereunder annually, on the anniversary date of this Agreement, at a rate equal to the most recent annual percentage increase in the Consumer Price Index (CPI-U), published by the United States Department of Labor for Boston, Brockton, Nashua, provided that such rate change shall not exceed three percent (3%).

2.5.2. Contractor may make rate adjustments ("Rate Adjustments") to partially or fully cover increases in costs of Contractor's provision of services arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals or unusual and excessive odors, (ii) changes in any laws, ordinances, or regulatory requirements or guidelines or interpretation thereof, (iii) revocation, suspension, denial or modification of any permit, license or approval, or (iv) changes (per Section 2.7) in the price of fuel, and all such Rate Adjustments, except fuel adjustment are subject to Customer's approval.

2.6. Method of Adjustment. Contractor shall provide Customer with written notice of any such Rate Adjustments and the effective date thereof, together with reasonable justification therefor. If Customer does not reject such Rate Adjustment in writing within fourteen (14) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment. If Customer rejects such rate adjustment, Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice, provided that Customer shall not have the right to reject the Consumer Price Index or fuel adjustments described above. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the increased rate for up to six (6) months after Contractor's notice of the increased rate; provided, Customer notifies Contractor in writing no more than twenty-one days (21) after receiving notice of the effective termination date, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

2.7. Extraordinary Increases in Fuel Prices. *This section left intentionally blank.*

2.8. Measurement. Hauler will weigh all Residuals on a certified scale at the Contractor's Facility, or at another location upon approval of the Contractor, and Hauler's weight slips obtained at such scales shall be the basis for measurement and

### Confidential Information

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billing for Residuals managed under this Agreement. Prior to removing Containers or trailers loaded with Residuals from Customer's Plant, representatives of both Customer and Contractor must sign a Shipping Record prepared by the Contractor to verify information about the load contained therein.

### 3. QUALITY STANDARD

3.1. Quality Standard. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals shall meet the requirements of applicable law and regulation for the uses contemplated in this Agreement. Customer will provide Residuals that are not frozen and are free of any trash, hazardous waste or other debris. The Residuals will have no free liquid and an average minimum total solids concentration of greater than *twenty percent (20%)*. Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All Residuals generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor will accept Non-Conforming Waste, if Contractor can do so, in its sole discretion, and remain in regulatory compliance without additional burden or costs above its customary and usual costs and burdens when handling the Residual, and Contractor has the right to refuse any Non-Conforming Waste. Customer shall use reasonable business efforts to generate and provide Residuals that meet the Quality Standard. Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste.

3.2. Changes in Quality. Customer will use reasonable efforts to notify Contractor ninety (90) days in advance of any change in process that could materially affect the quality of the Residuals.

### 4. TITLE

4.1. Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Residuals shall pass to the Contractor upon receipt at the Facility. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

### 5. QUANTITIES

5.1. Contractor has reserved capacity for Residuals at the Facility and will receive a minimum of two Container loads of Residuals at the Facility per week. Customer shall pay for a minimum of 175 tons per month (hereinafter "Minimum Quantity"). The Minimum Quantity shall be reconciled on a calendar year quarterly basis. Quantities may be accepted by the Contractor in excess of the Minimum Quantity subject to prior approval by the Contractor.

### 6. RESIDUALS ANALYSES

#### Confidential Information

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Seen & Agreed (Initials)

Customer                     

Contractor

6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated in this Agreement, including those required by the Facility and Plant permits For reference only, annual tests currently required include TCLP (metals, SVOC's and VOC's), PCB's, Pesticides/Herbicides. Contractor and Customer will promptly provide to each other all laboratory analyses and information which they obtain and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement.

## 7. TERM & SURVIVAL

7.1. Term. The Initial Term of this Agreement shall be two (2) years from the latest date of execution hereof. Thereafter, the term shall be automatically extended for additional one (1) year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least six (6) months prior to the expiration of the Initial Term or any subsequent renewal term.

7.2. Survival. The provisions of Section (4) *Title*, Section (11) *Indemnification*, and Section (13) *Confidential Information* of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

7.3. Termination for Non-Conforming Waste. Customer may terminate this Agreement upon 7 days written notice in the event that Customer is unable, after reasonable commercial efforts to meet the Quality Standard, to generate at least the Minimum Quantity of Residuals,

## 8. COMPLIANCE WITH LAW

8.1. Contractor and Customer agree to comply with, and shall require all subcontractors providing service to comply with, all applicable laws and regulations during the performance of their responsibilities under this Agreement.

## 9. FORCE MAJEURE

9.1. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, community opposition, war, fire, acts of God, injunction, compliance with changes in any law, regulation or order of any governmental body or any instrumentality thereof, the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals ("Force Majeure"); provided, however, that any party asserting Force Majeure shall give prompt written notice thereof to the other party and shall act diligently to resume performance at the earliest practicable time.

## 10. INSURANCE

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10.1. Contractor & Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile and general liability insurance including bodily injury, property damage, environmental impairment liability and contractual liability with policy limits of not less than \$1,000,000 combined single limit, each occurrence. Contractor shall also carry such insurance as may be required by law.

## 11. INDEMNIFICATION

11.1. Contractor, by acceptance of the Residuals identified in this Agreement, agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless Customer, its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Contractor's handling, transporting, recycling or disposing of Residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Contractor or Contractor's breach of the terms and conditions of this Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from Customer's provision to Contractor of Hazardous Waste or Non-Conforming Waste.

11.2. Customer hereby agrees for itself, its successors, and assigns, to defend indemnify, and hold harmless Contractor its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim of tortious interference, restraint of trade or any similar type of claim or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent caused by, or resulting from, Customer's: (i) negligence or willful misconduct; or (ii) provision to Contractor of Non-Conforming Waste, or (iii) any other breach of the conditions of this Agreement.

11.3. Customer and Contractor agree to mutually waive special, indirect, incidental, consequential or punitive damages between the parties.

## 12. BREACH & NONPAYMENT

12.1. Neither party may cancel or terminate this Agreement ("terminating party") as a result of the other party failing to substantially perform its obligations hereunder ("breaching party") unless such failure shall continue for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services (including provision of equipment) until all past due amounts are paid. Customer will

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be responsible for all charges for the Contractor's reasonable expenses of collection of overdue amounts, including, but not limited to legal expenses.

### 13. INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

- 13.1. During the term of this Agreement, it may be necessary or desirable for the parties to exchange "Confidential" or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor's Facility(ies) used for service hereunder, Contractor's rates, the content of this Agreement, and Contractor's customer list. Each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by court or regulatory order to be disclosed.
- 13.2. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use at the Facility without any additional charge, compensation or consideration therefor.

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Seen & Agreed (Initials)  
Customer \_\_\_\_\_  
Contractor \_\_\_\_\_

**14. ASSIGNMENT**

14.1. This Agreement is assignable only with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that such consent shall not be unreasonably withheld, nor required in the event of (i) assignment by operation of law, (ii) assignment to an affiliate or subsidiary of Contractor, (iii) assignment or transfer in connection with the sale of a substantial portion of Contractor's and/or its affiliates' land application or residuals business or (iv) assignment by Customer solely for the purpose of financing the Plant. Further, in the event that the Customer intends to sell the assets which substantially comprise the Plant and its operations, or a controlling interest in the capital stock of any corporation or other business organization or entity which owns or controls such assets, Customer shall require any purchaser thereof to assume in writing the obligations of Customer hereunder as a condition precedent to any such purchase, and Customer shall notify Contractor of any such purchase within twenty-four (24) hours after consummation thereof.

**15. NOTICES**

Notices of conditions or situations affecting services hereunder shall be given verbally or in writing between designated operating personnel of Customer and Contractor. All other notices shall be given in writing to the parties at their respective addresses shown above, either by personal delivery or certified mail, return receipt requested.

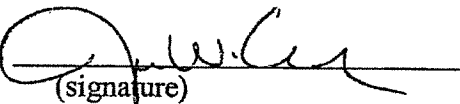
**16. ENTIRE AGREEMENT**

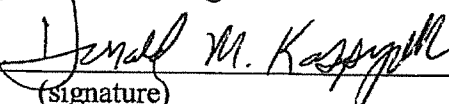
16.1. This Agreement constitutes the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by both parties.

Executed and agreed as of the day and year last written below.

**Authorized Agent for Contractor**  
**New England Organics**

**Authorized Agent for Customer**  
**City of Plattsburgh**

By:   
(signature)

By:   
(signature)

Name: James W. Ecker P.E.

Name: DONALD M. KASPRZAK

Title: Vice President


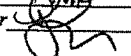
Title: MAYOR

Date: 07 FEB 07

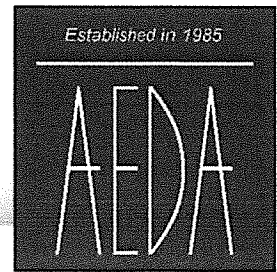
Date: 05 FEB 07

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Seen & Agreed (Initials)  
Customer   
Contractor 

Architectural & Engineering Design Associates, P.C.



October 18, 2019

Ms. Malana Tamer, Planner  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

RE: AEDA Design Proposal – 52 US Oval Subdivision & Property Variance - 2019

Dear Ms. Tamer:

Architectural & Engineering Design Associates, P.C. in conjunction with AEDA Engineering & Surveying, PLLC (AEDA) is pleased to provide this proposal for engineering/surveying services for the subdivision of 52 US Oval in the City of Plattsburgh. Based on our review of the project, I can summarize the scope of the project as follows:

- Boundary survey of the property (52 US Oval) and subdivision into 2 lots
- Submission of a subdivision application for planning board approval.
- Submission of a variance application for zoning board approval.
- Preparation of a common driveway access easement

Based on the information outlined above, AEDA offers the following design services:

**Engineering/Permitting/Surveying:**

- Boundary survey of the parcel
- Minor subdivision mapping into 2 parcels.
- Preparation of subdivision application for the City of Plattsburgh Planning Board
- Preparation of variance application for the City of Plattsburgh Zoning Board.
- Representation at the City of Plattsburgh Planning Board for subdivision approval (up to 2 meetings)
- Representation at the City of Plattsburgh Zoning Board for variance approval (up to 1 meeting)
- Provide legal descriptions and set property pins based on the approved subdivision.

AEDA proposes to provide engineering/surveying services to complete all tasks/items outlined above for the lump sum fee of Eight Thousand Nine Hundred Dollars (\$8,900.00).

Architectural & Engineering Design Associates, P.C. – 1246 Route 3, P.O. Box 762, Plattsburgh, NY 12901  
Tel. 518.562.1800 Fax. 518.562.1702 Email [jaa@aedapc.com](mailto:jaa@aedapc.com) Web [www.aedapc.com](http://www.aedapc.com)



This fee is based on using NYS prevailing wage rates for the field survey portion of the project.

Note that our proposal specifically excludes any work associated with State/Federal approvals, environmental (Lead, asbestos & PCB's) or historical survey/inspection services, utility testing/inspection, geotechnical services, traffic studies, property inspection, and/or building permit needs. AEDA can provide any of these services should they become necessary either with our own staff or through other local consultants with whom we work regularly. In addition, the proposal also excludes all permit/review fees associated with the project. All such fees will be paid for directly by the Owner at the time of submission.

Attached please find the AEDA "standard form of agreement for professional services". If you find this proposal and agreement acceptable please sign and return one copy of the agreement with a retainer in the amount of \$1,000.00 and we can schedule the work.

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

Sincerely,

A handwritten signature in black ink, appearing to read "M. Coon", with a stylized flourish at the end.

Michael Coon, P.E.  
Project Engineer

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

This is an Agreement made as of October 18, 2019 between City of Plattsburgh

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

- A. CLIENT and AEDA, for the mutual consideration hereinafter set forth, agree as follows: See attached proposal letter dated October 18, 2019
- B. CLIENT agrees to pay AEDA as compensation for services as follows: See attached proposal letter dated October 18, 2019  
Any additional services requested and/or expenses “excluded” shall be billed for against the AEDA Fee Schedule attached to the agreement.
- C. CLIENT agrees to pay AEDA a retainer with this Agreement of \$1,000.00.  
Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.5% compounded monthly (annual rate of 18%) or the highest rate allowable under applicable State Law, whichever is higher.
- D. CLIENT shall furnish the following: Any existing plans available for the building/site, property survey and mapping.
- E. This Agreement includes the Standard Terms and Conditions shown below and on the back of this document and are incorporated herein by this reference.
- F. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney’s fee shall be included in any judgment rendered.

AGREED TO:

\_\_\_\_\_  
(Client’s Name)

BY:

\_\_\_\_\_  
(Authorized Signature/Date)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature/Date)

TITLE: \_\_\_\_\_

AGREED TO:

\_\_\_\_\_  
Architectural & Engineering Design Assoc. PC

BY: Andrew C. Abdalla

\_\_\_\_\_  
(Authorized Signature/Date)

TITLE: President

**STANDARD TERMS & CONDITIONS OF AGREEMENT**

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

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

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

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

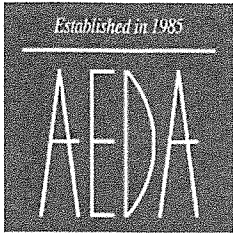
Nothing in this Agreement shall impose liability on AEDA for claims, lawsuits, expenses of damages arising from, or in any manner related to, the exposure to or the handling, manufacture or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

24. **SEISMIC DESIGN:** If the project is located in New York State, it will be designed in accordance with the structural requirements of the Building code of New York State.

Otherwise, the structure will have some seismic resistance, however, seismic design will not be incorporated in the structural design of the project unless specifically requested by CLIENT as an additional service.

25. **CONSTRUCTION PHASE SERVICES:** Where AEDA'S services do not include review or site observation of the contractor's work and performance, CLIENT agrees to defend, indemnify, and hold harmless AEDA from any claim or suit whatsoever, including, but limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance of the failure of the contractor's work to conform to the design intent and the contract documents. AEDA agrees to be responsible for its own sole negligent acts, errors or omissions.

- END OF AGREEMENT -



Architectural &  
Engineering  
DESIGN  
Associates P.C.

## **2018 FEE SCHEDULE**

### **HOURLY RATES**

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

### **EXPENSES**

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

\* All final expenses incurred are plus labor.

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