

1. Agenda

Documents: [AGENDA 06-16-16.PDF](#)

2. Meeting Documents

Documents: [MEETING DOCS 061616.PDF](#)

3. Weekly Claims Analysis 061616

Documents: [CLAIMS ANALYSIS 061616.PDF](#)

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

June 16, 2016

**5:30 P.M.**

**AGENDA**

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

**Absent:**

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**1. MINUTES OF THE PREVIOUS MEETING:**

**RESOLVED:** That the Minutes of the regular meeting of the Common Council held on June 2, 2016 are approved and placed on file among the public records of the City Clerk’s Office.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

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

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**2. PAYROLLS OF VARIOUS DEPARTMENTS:**

**RESOLVED:** That the payrolls of the various Departments of the City of Plattsburgh for the weeks ending June 8, 2016 in the amount of **\$ 427,813.00** and June 15, 2016 in the amount of **\$ \_\_\_\_\_** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

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

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**3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:**

- Report of Fire and Ambulance Responses for the weeks of June 2 - 15, 2016
- Report from the Building Inspector’s office June 13, 2016
- Statement from the City Clerk’s Office of all monies received during the month May 2016 in the total amount of \$10,423.71
- Report from the Parking Violations Bureau for May 2016

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

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

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

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**4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None**

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5. **AUDIT OF CLAIMS:**

**RESOLVED:** That the bills Audited by the Common Council for the weeks ending June 10, 2016 in the amount of \$ 1,844,909.66 and June 17, 2016 in the amount of \$ \_\_\_\_\_ are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_  
Roll call: Councilors Armstrong, Kelly, Dowdle, O’Connell, Kasper, Kretser

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6. **PERSONS ADDRESSING COUNCIL:**

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7. **OTHER ITEMS:**

**A. RESOLVED:** In accordance with the request therefore the Common Council approves the Clinton County Canine Club to use portions of the south side of US Oval for dog training classes every Monday from 6/20 through 8/22 from 5:30pm – 8pm

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**B. RESOLVED:** In accordance with the request therefore the Common Council approves the City Chamberlain to increase the Corporation Counsel budget line item of Fees for Services by \$52,000 by appropriating \$52,000 of General Fund Unassigned Fund Balance to cover unbudgeted expenses for the remainder of 2016.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**C. RESOLVED:** In accordance with the request therefore the Common Council approves PMLD Bid No 2016-5-1 “Protective Relay System Testing” be awarded to HMT in the Total amount of \$142,500.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**D. RESOLVED:** In accordance with the request therefore the Common Council approves North Country Co-op “Asbestos & LBP Abatement” be awarded to NRC for the total amount of \$23,360.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**E. RESOLVED:** In accordance with the request therefore the Common Council approves the Adopt-A-Spot Program to grant Gizzy Spencer’s request to plant trees on the US Oval.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**F. RESOLVED:** In accordance with the request therefore the Common Council approves Conroy Organics to operate/manage and authority to serve beer subject to the NYS Liquor Authority permitting for the Israel Green Tavern for the 2016 Battle of Plattsburgh Commemoration. A Certificate of Insurance is required.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**G. RESOLVED:** In accordance with the request therefore the Common Council approves an agreement with Ron Santor as the 2016 Zone 9 Police Academy Director for the total cost of \$15,000. There is no increase in cost from 2015.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**H. RESOLVED:** In accordance with the request therefore the Common Council approves Karen Derusha of the Clinton County Health Department to hold a Longest Day of Play activity at South Acres Park on Friday June 24, 2016 from 9am – 1pm.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**I. RESOLVED:** In accordance with the request therefore the Common Council approves a Memorandum of Agreement between NYS Division of Homeland Security and Emergency Services Office of Fire Prevention and Control and the City of Plattsburgh Fire Department for Temporary Loan of Fire Suppression Foam Equipment.

**WHEREAS,** on January 28, 2014, Governor Andrew Cuomo issued Executive Order 125 directive State agencies to conduct a review of safety procedures and emergency response preparedness related to the shipments of volatile crude from the Bakken Oil fields in North Dakota and other sources; and

**WHEREAS,** the State has formed the New York State Foam Task Force (Task Force), which is a state and local partnership, to support and supplement existing local foam capabilities to assure that

trained personnel and the appropriate equipment is available at strategic locations throughout the State based on risk;

**WHEREAS**, as a result of the review, DHSES has acquired a quantity of foam trailers, equipment and supplies, and pre-positioned such equipment at strategic locations with participating agencies that herein agree to support the efforts of the Task Force;

**WHEREAS**, this Agreement establishes the responsibilities, guidelines and procedures for the assignment, deployment and use of the equipment to the Participating Agency by DHSES;

**WHEREAS**, the Participating Agency acknowledges receipt of said equipment;

**NOW, THEREFORE**, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to Participating Agency to use the Equipment designated in Section 3, and the Parties agree to the terms and conditions of agreement. No. X200009. The entire text of which has been distributed to and read by the members of the Common Council, is hereby enacted without the reading thereof and a copy of said agreement is made part of the minutes of this meeting.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**J. RESOLVED:** In accordance with the request therefore the Common Council approves the Building Inspector to refund \$50.00 to Dennis Taylor for Building Permit # 1733 (4801 US Avenue) because he has decided not to pursue the project.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**K. RESOLVED:** In accordance with the request therefore the Common Council approves DaleAnn Wolter to hold the “Walk to Remember” at Melissa Penfield Park on Saturday August 7, 2016 from 10am-1pm.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**L. RESOLVED:** In accordance with the request therefore the Common Council approves Fuller Excavating to close Rugar Street between Broad Street and Sanborn Avenue, for removal and replacement of existing high temperature hot water and potable water utility mains. The anticipated road closure is requested for approximately 3 weeks beginning July 11, 2016 and ending on July 29, 2016.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**M. RESOLVED:** In accordance with the request therefore the Common Council approves the Fire Chief to have the HGACBuy Inter-local Contract for Cooperative Purchasing approved between the Houston-Galveston Area Council (H-GAC) and the City of Plattsburgh in order to use the buying service to acquire an ambulance at the Texas Inter-local Cooperation Act approved purchase price, representing a state contract price, thereby eliminating the need for a public offering bid by the City of Plattsburgh. It is further requested that Mayor be allowed to sign the H-GAC buying agreement effective as of the date of this meeting to complete the application process for the City to participate in the buying program.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**N. RESOLVED:** In accordance with the request therefore the Common Council approves Plattsburgh Brewing Company to operate/manage beer tent subject to the NYS Liquor Authority permitting for July 4, 2016, July 8-9, 2016 as part of 4<sup>th</sup> of July & Mayor’s Cup Festivities. A Certificate of Insurance is required.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**O. RESOLVED:** In accordance with the request therefore the Common Council approves North Country Co-op “Walk in Cooler” be awarded to J Hogan Refrigeration and Mechanical for the total amount of \$54,990.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**P.** Whereas, The City of Plattsburgh is committed to securing funding to enhance and support affordable and mixed income housing, and,

Whereas, The Plattsburgh Housing Authority has been successful, and fulfills a core community need in our City, and,

Whereas, The Plattsburgh Housing Authority and the City of Plattsburgh have collaborated in the past, and,

Whereas, The Plattsburgh Housing Authority seeks to improve its facilities in order to continue to provide quality housing to its residents, and,

Whereas, Funds are available through the 2016 New York State Consolidated Funding Application through the Community Development Block Grant through the Office of Community Renewal (OCR) under the direction of the Housing Trust Fund Corporation (HTFC), and,

Whereas, The City of Plattsburgh is aware of its role as the grant administrator for the CDBG program and understands, and is committed to providing the oversight to execute the grant according to the timeline outlined in the application, and,

**RESOLVED:** City of Plattsburgh Director of Community Development is hereby authorized and directed to apply for, a grant from OCR for Community Development Block Grant for financial assistance for the City of Plattsburgh.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**Q. WHEREAS,** Pilgrim Transportation of New York, Inc. proposes to build two adjoining pipelines to transport 200,000 barrels per day (bpd) of crude oil and the same rate of refined petroleum products in opposite directions between Albany, NY and Linden, NJ; and

**WHEREAS,** the crude oil line would carry oil extracted from the Bakken shale formation by hydraulic fracturing then delivered to Albany NY by railroad via Plattsburgh and other communities in New York State; and,

**WHEREAS,** the recent fiery derailment in Mosier OR of an oil unit train with modern cars and within “safety” guidelines makes clear that conventional safety measures do not mean real security in transportation; and,

**WHEREAS,** the increase of crude by rail to Albany needed for the pipeline to move oil as projected at 200,000 bpd would require almost a fourfold increase over the 2016 level to date; and,

**WHEREAS,** Pilgrim’s Use and Occupancy Application indicates the danger associated with rail transportation of oil, *“Second, the Project will provide the safest mode of transport for crude oil and petroleum-based products, thereby reducing both the frequency and volume of oil spills associated with the current surface modes of transport.”*;

**NOW THEREFORE, BE IT RESOLVED** that the City of Plattsburgh demands that all communities that have crude oil shipments supplying the Port of Albany by surface modes of transport be considered Interested Agencies in all Environmental and Regulatory reviews of the project;

**BE IT FURTHER RESOLVED** that, this resolution shall be forwarded to the NYS Thruway Authority, the NYS Department of Conservation, the NYS Department of Transportation, the Federal Highway Administration, Governor Cuomo, Senator Schumer, Senator Gillibrand, Senator Betty Little, Assemblywoman Janet Duprey.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Withdrawn \_\_\_\_\_ Tabled \_\_\_\_\_

Follow up Action:

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**8. TRAVEL REQUEST:**

**A. RESOLVED:** In accordance with the request therefore the Common Council approves one Police Department employee to attend “General Latent Print & Evidence Processing Class” in Tilton, NH from June 27-30, 2016. The total cost will not exceed \$1,083.07 and will be expensed out of the Asset Forfeiture fund.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_ Defeated \_\_\_\_ Withdrawn \_\_\_\_ Tabled \_\_\_\_

Follow up Action:

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**B. RESOLVED:** In accordance with the request therefore the Common Council approves two Police Department employees to attend “Two Day Interview and Interrogation Course including Miranda” in Yorkshire, NY from August 14 - 17, 2016. The total cost will not exceed \$783.03 and will be expensed out of the Asset Forfeiture fund.

By Councilor \_\_\_\_\_; Seconded by Councilor \_\_\_\_\_

Discussion:

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

**ACTION TAKEN:** Adopted \_\_\_\_ Defeated \_\_\_\_ Withdrawn \_\_\_\_ Tabled \_\_\_\_

Follow up Action:

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**9. RESOLUTIONS FOR INITIAL CONSIDERATION: None**

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**10. NEW BUSINESS:**

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**11. CLOSING PUBLIC COMMENTS:**

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

**MEETING ADJOURNED:** \_\_\_\_\_



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-536-7549  
Fax: 518-561-8236  
[lawliss@chiefofplattsburgh-ny.gov](mailto:lawliss@chiefofplattsburgh-ny.gov)

## MEMO

**TO:** Mayor James Calnon  
Members of the Common Council

**FROM:** Fire Chief, Scott Lawliss

**DATE:** June 16, 2016

**RE:** Fire and Ambulance Responses

For this two week period: Thursday, June 2, 2016 through Wednesday, June 15, 2016 our Department has responded to the following:

<b>Fire Calls</b>	<b><u>42</u></b>
	1 building fire
	14 system activation
	10 EMS assist
	8 MVA
	1 light ballast breakdown
	1 smoke/odor removal
	1 power line down
	1 cooking fire
	2 outside burning
	1 excessive heat/scorch burns
	1 grass fire
	1 good intent call
<b>Ambulance Calls</b>	<b>96</b>
<b>Mutual Aid by CVPH</b>	<b>16</b>

06/14/2016 08:21  
1427dnep

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT



DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/01/16 TO 06/14/16

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARbage	2
GRASS	9
PARKING	1
PROPERTY MAINTENANCE	13
WORKING WITHOUT PERMIT	1
ZONING VIOLATION	3
DEPARTMENT TOTALS	29
REPORT TOTALS	29

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

DEPARTMENT: Building Inspector  
REPORTING PERIOD: 06/01/16 TO 06/14/16

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

343 107 PARK AVE WEST SEVERITY IN PERSON FATEM M MOUSSA 0 COMPL BY COMPLETED 06/07/2016 7 DAYS OPEN

VIOLATION GRASS AT 107 PARK AVE WEST - TALL GRASS.  
STEPS INITIAL INSPECT ACTION TYPE STATUS SCHEDULED STARTED COMPLETED  
NOTICE DONE 06/09/16  
FOLLOW UP NEW 06/12/16  
ORDER REMEDY INSPECTION LETTER  
APPEARANCE TICKET NEW OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT KEN PRIMARD 06/10/16 06/10/16 .00  
COMPLAINT KEN PRIMARD

COMPLAINT/VIOLATION TOTALS .00

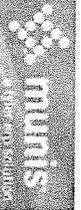
349 108 US OVAL ANON FL UP CONT DATE CONT TIME RESPONSE  
COMPLAINANT DOWDLE DALE W N N 06/07/2016  
VIOLATION PROPERTY MAINTENANCE SEVERITY PHONE CALL 0 JOHN LEASE  
AT 108 US OVAL. PROPERTY ABANDONED AND LOOKS TERRIBLE. TALL GRASS. COMPL BY COMPLETED 06/09/2016 5 DAYS OPEN

STEPS INITIAL INSPECT ACTION TYPE STATUS SCHEDULED STARTED COMPLETED  
NOTICE NEW 06/11/16  
FOLLOW UP NEW  
ORDER REMEDY INSPECTION LETTER  
APPEARANCE TICKET NEW OTHER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT KYLE BURDO 06/11/16 06/11/16 .00  
COMPLAINT KYLE BURDO

COMPLAINT/VIOLATION TOTALS .00

346 109 CORNELIA ST SEVERITY WRITTEN EDSEL J WEICH 0 COMPL BY COMPLETED 06/08/2016 6 DAYS OPEN  
VIOLATION PROPERTY MAINTENANCE AT 109 CORNELIA STREET, ABANDONED HOUSE. WANTS PROPERTY CONDEMNED. HEALTH HAZARD. NOT BOARDED UP. DISGRACE TO PEOPLE REQUI  
RED TO KEEP THEIR PROPERTY IN REPAIR.  
STEPS INITIAL INSPECT ACTION TYPE STATUS SCHEDULED STARTED COMPLETED  
NOTICE NEW 06/10/16



06/14/2016 08:21  
 1427dnep  
 DEPARTMENT: Building Inspector

CITY OF PLATTSBURGH  
 COMPLAINTS/VIOLATIONS REPORT

P  
 plcvlrbpt  
 3

REPORTING PERIOD: 06/01/16 TO 06/14/16

CREATED  
 COMPLIED

REFERENCE CASE	LOCATION	COMMENT	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	NOTICE	STATUS	RESULTS	FEE AMOUNT
COMPLAINT/VIOLATION					NEW NEW NEW OTHER	DONE NEW NEW NEW		
INSPECTION COMPLAINT	KEN PRIMARD				REQUESTED 06/10/16	SCHEDULED 06/10/16	RESULTS	FEE AMOUNT .00 .00
COMPLAINT/VIOLATION TOTALS								.00

COMPLAINANT PATRIC LECLERC  
 ANON FL UP CONT DATE 06/08/2016 CONT TIME RESPONSE WRITTEN

332 111 COURT ST  
 SEVERITY 0  
 PHONE CALL 0  
 AREA  
 COMPLIED BY  
 06/03/2016  
 11 DAYS OPEN

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	DONE	NOTICE	06/05/16		06/08/16	
FOLLOW UP	INSPECTION	NEW	NOTICE	06/10/16			
ORDER REMEDY	INSPECTION	NEW	LETTER				
APPEARANCE TICKET	OTHER	NEW					
INSPECTION COMPLAINT	INSPECTOR	REQUESTED	SCHEDULED	06/08/16	06/08/16	RESULTS FAILED	FEE AMOUNT .00
COMPLAINT/VIOLATION TOTALS							.00

COMPLAINANT LINNEY JOHN R  
 ANON FL UP CONT DATE 06/03/2016 CONT TIME RESPONSE

352 13 SAILLY AVE  
 SEVERITY 0  
 PHONE CALL 0  
 AREA  
 COMPLIED BY  
 06/10/2016  
 4 DAYS OPEN

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	DONE	VERBAL	06/10/16	06/10/16	06/10/16	
FOLLOW UP	INSPECTION	NEW		06/12/16			
ORDER REMEDY	INSPECTION	NEW	LETTER				
APPEARANCE TICKET	OTHER	NEW					

06/14/2016 08:21  
1427dreep

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

1 P  
4 picv1rpt

DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/01/16 TO 06/14/16

REFERENCE LOCATION  
CASE VIOLATION

COMMENT

AREA SOURCE RESPONSIBLE PARTY SEVERITY

CREATED  
COMPLETED

INSPECTION INSPECTOR  
COMPLAINT KEN PRIMARD  
COMPLAINT KEN PRIMARD  
COMPLAINT KEN PRIMARD

REQUESTED 06/10/16  
SCHEDULED 06/10/16  
06/13/16

RESULTS

FEE AMOUNT  
.00  
.00  
.00

COMPLAINT/VIOLATION TOTALS

COMPLAINANT  
DEBRA FORMER  
DRAINS BACKING UP

ANON FL UP  
N N

CONT DATE 06/10/2016

CONT TIME RESPONSE

337 135 BRINKERHOFF ST

VIOLATION  
GRASS

SEVERITY 0

INTERNAL AREA

TY KRETZER  
0

COMPLY BY 06/07/2016

06/07/2016  
06/07/2016

STEPS  
INITIAL INSPECT  
NOTICE  
FOLLOW UP  
ORDER REMEDY  
APPEARANCE TICKET

ACTION TYPE  
INSPECTION  
NOTICE  
INSPECTION  
NOTICE  
OTHER

STATUS  
DONE  
NEW  
DONE  
NEW  
NEW

NOTICE LETTER  
LETTER

SCHEDULED 06/03/16  
STARTED 06/03/16  
COMPLETED 06/07/16  
06/09/16  
06/06/16  
06/06/16  
07/07/16

RESULTS  
PASSED  
FAILED

FEE AMOUNT  
.00  
.00  
06/06/16

INSPECTION INSPECTOR  
COMPLAINT KEN PRIMARD  
COMPLAINT KEN PRIMARD

REQUESTED 06/06/16  
SCHEDULED 06/06/16  
06/03/16

CONT DATE 06/07/16

CONT TIME RESPONSE

COMPLAINT/VIOLATION TOTALS

COMPLAINANT  
KEN PRIMARD HOUSING CODE INSPECTOR

ANON FL UP  
N N

CONT DATE 06/07/2016

CONT TIME RESPONSE

338 136 BRINKERHOFF ST

VIOLATION  
GRASS

SEVERITY 0

INTERNAL AREA

JULIE C DYNKO  
0

COMPLY BY 06/07/2016

06/07/2016  
06/07/2016

STEPS  
INITIAL INSPECT  
NOTICE  
FOLLOW UP  
ORDER REMEDY  
APPEARANCE TICKET

ACTION TYPE  
INSPECTION  
NOTICE  
INSPECTION  
NOTICE  
OTHER

STATUS  
DONE  
NEW  
DONE  
NEW  
NEW

NOTICE LETTER  
LETTER

SCHEDULED 06/03/16  
STARTED 06/03/16  
COMPLETED 06/07/16  
06/09/16  
06/06/16  
07/07/16

RESULTS  
PASSED

FEE AMOUNT  
.00

INSPECTION INSPECTOR  
COMPLAINT KEN PRIMARD

REQUESTED 06/03/16

SCHEDULED 06/03/16

CONT DATE 06/07/16

RESULTS  
PASSED

FEE AMOUNT  
.00

06/14/2016 08:21  
1427dhep

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT



P 5  
plcvlrpt

REPORTING PERIOD: 06/01/16 TO 06/14/16

DEPARTMENT: Building Inspector  
REFERENCE LOCATION  
CASE COMMENT  
COMPLAINANT/VOLATION COMPLAINT/VOLATION

COMPLAINANT KEN PRIMARD  
COMPLAINT/VOLATION TOTALS 06/06/16 06/06/16 06/07/16 PASSED .00

COMPLAINANT KEN PRIMARD HOUSING CODE INSPECTOR ANON FL UP CONT DATE CONT TIME RESPONSE  
KEN PRIMARD HOUSING CODE INSPECTOR N N 06/07/2016

336 137 BRINKERHOFF ST  
VIOLATION SEVERITY 0 INTERNAL AREA JACK I CONROY  
AT 137 BRINKERHOFF ST. TALL GRASS. NOT MOWED. COMPL BY COMPLETED 06/07/2016  
7 DAYS OPEN

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
INITIAL INSPECT NEW  
NOTICE INSPECTION NEW 06/09/16  
FOLLOW UP NEW  
ORDER REMEDY INSPECTION NEW  
APPEARANCE TICKE OTHER LETTER

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINANT KEN PRIMARD 06/09/16 06/09/16 .00  
COMPLAINANT KEN PRIMARD 06/09/16 .00  
COMPLAINT/VOLATION TOTALS .00

COMPLAINANT KEN PRIMARD HOUSING CODE INSPECTOR ANON FL UP CONT DATE CONT TIME RESPONSE  
KEN PRIMARD HOUSING CODE INSPECTOR N N 06/07/2016

318 141 BROAD ST  
VIOLATION SEVERITY 0 KENNETH W LOACH  
PROPERTY MAINTENANCE AREA COMPLY BY COMPLETED  
TALL GRASS 06/10/2016

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
INITIAL INSPECT NEW  
NOTICE INSPECTION NEW 06/03/16  
FOLLOW UP NEW  
ORDER REMEDY INSPECTION DONE  
APPEARANCE TICKE OTHER LETTER 07/10/16

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINANT CLAUDE BOUGHARD 06/10/16 06/10/16 PASSED .00  
COMPLAINANT/VOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE

06/14/2016 08:21  
1437dnep

CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/01/16 TO 06/14/16

REFERENCE CASE	LOCATION	AREA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED
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COMPLAINT/VIOLATION	THOMPSON RICHARD M SR TALL GRASS AND WEEDS	N N	06/01/2016	COMPLETED
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319 144 MILLER ST SEVERITY 0 PHONE CALL 0 JOHN J III LEASE 06/02/2016  
VIOLATION GARBAGE AT 144 MILLER STREET FULL OF GARBAGE IN BACK 0 AREA COMPLI BY COMPLETED 12 DAYS OPEN

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		06/03/16		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINT	KEN PRIMARD	06/03/16	06/03/16		.00	
COMPLAINT	KEN PRIMARD				.00	

COMPLAINT/VIOLATION TOTALS .00

335 147 BRINKERHOF ST SEVERITY 0 INTERNAL AREA 0 KURT DELONG 06/07/2016  
VIOLATION GRASS AT 147 BRINKERHOF ST. GRASS NOT MOWED. 0 OWNER MOWED 0

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	DONE	LETTER	06/03/16	06/03/16	06/07/16
NOTICE	NOTICE	NEW		06/09/16		
FOLLOW UP	INSPECTION	DONE				
ORDER REMEDY	NOTICE	NEW	LETTER	07/07/16		
APPEARANCE TICKE	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT	
COMPLAINT	KEN PRIMARD	06/03/16	06/03/16	PASSED	.00	
COMPLAINT	KEN PRIMARD	06/06/16	06/06/16	PASSED	.00	

COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT	ANON	FL UP	CONT DATE	CONT TIME	RESPONSE
KEN PRIMARD	N	N	06/07/2016		

333 15 COUCH ST 55 ELM STREET PROPERTIES INC 06/06/2016  
PHONE CALL 0 06/08/2016

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CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

PLATTSBURGH  
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DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/01/16 TO 06/14/16

REFERENCE LOCATION AREA RESPONSIBLE PARTY  
COMPLAINT/VIOLATION CASE SOURCE SEVERITY

VIOLATION SEVERITY AREA COMPLY BY  
GRASS 0 AT 13-15 COUCH STREET GRASS NEEDS TO BE CUT. 06/08/2016

STEPS INITIAL INSPECT ACTION TYPE STATUS  
NOTICE INSPECTION DONE  
FOLLOW UP NEW  
ORDER REMEDY INSPECTION NEW  
APPEARANCE TICKET NOTICE LETTER NEW  
OTHER NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT KEN PRIMARD 06/08/16 06/08/16 UNFOUNDED .00  
COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE  
KEEPPER CAROL J N N 06/06/2016

342 19 SANDRA AVE CHARLES L MCGEE  
VIOLATION SEVERITY IN PERSON 0  
GRASS 0 AT 19 SANDRA AVE. ABANDONED. TALL GRASS. LAWN NOT MOWED

STEPS INITIAL INSPECT ACTION TYPE STATUS SCHEDULED STARTED COMPLETED  
NOTICE INSPECTION DONE 05/26/16  
FOLLOW UP NEW 06/11/16  
ORDER REMEDY NEW  
APPEARANCE TICKET NOTICE LETTER NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
COMPLAINT KEN PRIMARD 05/26/16 05/26/16 06/09/16 PASSED .00  
COMPLAINT KEN PRIMARD .00  
COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE  
DALE DOWDLE N N 06/07/2016

339 25 STANDISH ST SUSAN M ST JOHN  
VIOLATION SEVERITY PHONE CALL 0 COMPLY BY COMPLETED  
GRASS 0 AT 25 STANDISH TALL GRASS. NOT MOWED. METER RED TAGGED. ELECTRIC SHUT OFF PER MLD. 7 DAYS OPEN

STEPS INITIAL INSPECT ACTION TYPE STATUS SCHEDULED STARTED COMPLETED  
INSPECTION NEW 06/09/16



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 DEPARTMENT: Building Inspector  
 REFERENCE LOCATION  
 CASE  
 COMPLAINT/VIOLATION

CITY OF PLATTSBURGH  
 COMPLAINTS/VIOLATIONS REPORT  
 REPORTING PERIOD: 06/01/16 TO 06/14/16  
 CREATED  
 COMPLIED

NOTICE  
 FOLLOW UP  
 ORDER REMEDY  
 APPEARANCE TICKET  
 INSPECTION INSPECTOR  
 COMPLAINT KYLE BURDO  
 COMPLAINT KYLE BURDO  
 COMPLAINT/VIOLATION TOTALS

NOTICE  
 INSPECTION  
 NOTICE  
 OTHER  
 REQUESTED  
 06/09/16  
 SCHEDULED  
 06/09/16  
 RESULTS  
 FEE AMOUNT  
 .00  
 .00  
 .00

COMPLAINANT  
 JOE MCMAHON BUILDING INSPECTOR  
 ANON FL UP  
 N N  
 CONT DATE  
 06/07/2016  
 CONT TIME  
 RESPONSE

345 32 ROBINSON TERR  
 VIOLATION  
 PROPERTY MAINTENANCE  
 FAN BURNED OUT ELECTRICAL BOX. NOT SURE IF BREAKERS FLIPPED. NO GROUNDS  
 SEVERITY  
 0  
 ACTION TYPE  
 INSPECTION  
 NOTICE  
 FOLLOW UP  
 ORDER REMEDY  
 APPEARANCE TICKET  
 INSPECTION INSPECTOR  
 COMPLAINT KEN PRIMARD  
 COMPLAINT KEN PRIMARD  
 COMPLAINT/VIOLATION TOTALS

ANON FL UP  
 N N  
 CONT DATE  
 06/07/2016  
 CONT TIME  
 RESPONSE  
 SEVERITY  
 0  
 ACTION TYPE  
 INSPECTION  
 NOTICE  
 FOLLOW UP  
 ORDER REMEDY  
 APPEARANCE TICKET  
 REQUESTED  
 06/09/16  
 SCHEDULED  
 06/09/16  
 RESULTS  
 FEE AMOUNT  
 .00  
 .00  
 .00

COMPLAINANT  
 RAYMOND ST PIERRE  
 SHORT IN FAN  
 ANON FL UP  
 N N  
 CONT DATE  
 06/07/2016  
 CONT TIME  
 RESPONSE

347 35 LORRAINE ST  
 VIOLATION  
 PROPERTY MAINTENANCE  
 AT 35 LORRAINE TIRES IN FRONT YARD, GARBAGE ALL AROUND YARD, TALL GRASS, LOT ALWAYS A MESS. 31 LORRAINE ALWAYS RECEIVING GAR  
 BAGE BLOWING FROM 35 LORRAINE. GOING ON TOO LONG. DOES MINIMUM TO CLEAN UP.  
 SEVERITY  
 0  
 ACTION TYPE  
 INSPECTION  
 NOTICE  
 FOLLOW UP  
 ORDER REMEDY  
 REQUESTED  
 06/10/16  
 SCHEDULED  
 06/13/16  
 RESULTS  
 FEE AMOUNT  
 .00  
 .00  
 .00

IN PERSON  
 0  
 KEVIN D HILL  
 COMPLY BY COMPLIED  
 06/08/2016  
 6 DAYS OPEN  
 ACTION TYPE  
 INSPECTION  
 NOTICE  
 FOLLOW UP  
 ORDER REMEDY  
 STATUS  
 DONE  
 DONE  
 DONE  
 NEW  
 NOTICE  
 VERBAL  
 LETTER  
 SCHEDULED  
 06/10/16  
 06/15/16  
 07/13/16  
 STARTED  
 06/13/16  
 COMPLETED  
 06/13/16  
 06/13/16



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CITY OF PLATTSBURGH  
 COMPLAINTS/VIOLATIONS REPORT

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REPORTING PERIOD: 06/01/16 TO 06/14/16

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

APPEARANCE TICKET OTHER NEW  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
 COMPLAINT KEN PRIMARD 06/13/16 06/13/16 FAILED .00  
 COMPLAINT KEN PRIMARD 06/10/16 06/10/16 .00  
 COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE  
 FRANCISCO JAMES P N Y 06/08/2016

325 35 SO PERU ST BARRY M BURDO  
 VIOLATION ZONING VIOLATION SEVERITY 0 PHONE CALL 0 COMPL BY COMPLETED  
 AT 35 SOUTH PERU ST. COUCH SITTING OUT FRONT FOR OVER A WEEK. AREA 0 06/04/16 12 DAYS OPEN

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 INITIAL INSPECT NEW  
 NOTICE INSPECTION NEW  
 FOLLOW UP NEW  
 ORDER REMEDY NEW  
 APPEARANCE TICKET OTHER LETTER  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
 COMPLAINT KYLE BURDO 06/04/16 06/04/16 .00  
 COMPLAINT KYLE BURDO .00  
 COMPLAINT/VIOLATION TOTALS .00

326 36 STANDISH ST DENNIS F DUNMIRE  
 VIOLATION WORKING WITHOUT PERMIT SEVERITY 0 PHONE CALL 0 COMPL BY COMPLETED  
 AT 36 STANDISH APPEARS TO BE WORKING W/O A PERMIT. AREA 0 06/03/2016 11 DAYS OPEN

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 INITIAL INSPECT NEW  
 STOP WORK INSPECTION NEW  
 SECURE PERMIT OTHER LETTER  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
 COMPLAINT KYLE BURDO 06/04/16 06/04/16 .00  
 COMPLAINT/VIOLATION TOTALS .00

354 38 BAILEY AVE FRANCINE JOLICOETR  
 IN PERSON 0 06/14/2016

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 DEPARTMENT: Building Inspector  
 CITY OF PLATTSBURGH  
 COMPLAINTS/VIOLATIONS REPORT

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REPORTING PERIOD: 06/01/16 TO 06/14/16

REFERENCE LOCATION CASE COMMENT AREA SOURCE RESPONSIBLE PARTY SEVERITY CREATED COMPLIED

VIOLATION PROPERTY MAINTENANCE SEVERITY 0 AREA COMPLY BY COMPLETED  
 AT 38 BAILEY AVE LEAVES ON BEING DUMPED OVER THE FENCE AND BLOWING ONTO 51 PALMER STREET BACK YARD. WANTS CLEANED UP. CONIT  
 NUNING PROBLEM. NOTIFIED SCHOOL.

STEPS INITIAL INSPECT ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 NOTICE NEW  
 FOLLOW UP NEW  
 ORDER REMEDY INSPECTION NEW  
 APPEARANCE TICKET NOTICE LETTER  
 OTHER NEW  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
 COMPLAINT KEN PRIMARD 06/16/16 06/16/16  
 COMPLAINT KEN PRIMARD  
 COMPLAINT/VIOLATION TOTALS .00

353 40 MILLER ST SEVERITY 0 S MICHAEL TROMBLEY  
 VIOLATION PARKING AREA COMPLY BY COMPLETED  
 AT 40 MILLER ST. VEHICLE (VAN) ON LAWN. NO PLATES  
 SEVERITY 0  
 STEPS INITIAL INSPET ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 NOTICE NEW  
 REINSPECT NEW  
 APPEARANCE TICKET INSPECTION NEW  
 OTHER NEW  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
 COMPLAINT KEN PRIMARD 06/14/16 06/14/16  
 COMPLAINT KEN PRIMARD  
 COMPLAINT/VIOLATION TOTALS .00

330 47 CLINTON ST CHARRON & MAIKA LP 06/03/2016  
 VIOLATION PROPERTY MAINTENANCE SEVERITY 0 PHONE CALL 0  
 MATRESS ON CITY RIGHT OF WAY AREA COMPLY BY COMPLETED  
 STEPS INITIAL INSPECT ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 NOTICE INSPECTION DONE 06/03/16 06/03/16  
 FOLLOW UP DONE 06/03/16 06/03/16  
 ORDER REMEDY INSPECTION LETTER 06/08/16 06/08/16  
 APPEARANCE TICKET NOTICE LETTER 07/13/16  
 OTHER NEW  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS  
 COMPLAINT KEN PRIMARD 06/03/16 06/03/16 06/03/16  
 COMPLAINT KEN PRIMARD  
 COMPLAINT/VIOLATION TOTALS .00



REPORTING PERIOD: 06/01/16 TO 06/14/16

DEPARTMENT: Building Inspector  
 REFERENCE LOCATION  
 CASE COMMENT AREA SOURCE RESPONSIBLE PARTY SEVERITY CREATED  
 COMPLAINT/VIOLATION COMPLAINT/VIOLATION

COMPLAINT KEN PRIMARD 06/10/16 .00  
 COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE  
 DPM\* N N 06/03/2016

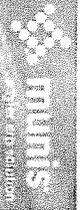
341 53 OAK ST SEVERITY AREA EMMETT E DROLETTE  
 VIOLATION 0  
 GARAGE AT 53 OAK ST. GARAGE NOT PICKED UP. THERE 3 WEEKS. HAS CALLED OWNER TO PICK UP GARBAGE BUT NOT RETURNING HIS CALLS. RESID  
 ENTS SAY OWNER HAD ARGUMENT WITH TRASH COLLECTORS.  
 STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 INITIAL INSPECT DONE 06/07/16 06/07/16  
 NOTICE NEW 06/08/16  
 REINSPECT DONE 06/13/16  
 ORDER PICK UP OTHER NEW 06/14/16

INSPECTION INSPECTOR REQUESTED SCHEDULED 06/13/16 06/13/16 RESULTS  
 COMPLAINT KEN PRIMARD 06/13/16 06/13/16 PASSED  
 COMPLAINT KEN PRIMARD 06/07/16 06/07/16 PASSED  
 COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE  
 MOCKRY JOHN A & JEAN W N N 06/07/2016

344 54 SO PLATT ST SEVERITY IN PERSON JOHN J III LEASE  
 VIOLATION 0  
 PROPERTY MAINTENANCE AT 54 SOUTH PLATT - BOAT, CAR, FRONT PORCH FULL. FIRE HAZARD  
 COMPLI BY COMPLIED  
 7 DAYS OPEN  
 06/07/2016

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 INITIAL INSPECT NEW 06/09/16  
 NOTICE NEW  
 FOLLOW UP NEW  
 ORDER REMEDY NEW  
 APPEARANCE TICKE OTHER LETTER  
 INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
 COMPLAINT KYLE BURDO 06/09/16 06/09/16 .00  
 COMPLAINT KYLE BURDO .00  
 COMPLAINT/VIOLATION TOTALS .00



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 CITY OF PLATTSBURGH  
 COMPLAINTS/VIOLATIONS REPORT

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DEPARTMENT: Building Inspector  
 REPORTING PERIOD: 06/01/16 TO 06/14/16

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

COMPLAINANT DALE DOWDLE ANON FL UP CONT DATE 06/07/2016 CONT TIME RESPONSE  
 VIOLATION SEVERITY 0  
 PROPERTY MAINTENANCE PHONE CALL 0 JOHN R CORYEA  
 TV BEHIND 55 CLINTON ST AREA COMPLY BY COMPLETED  
 06/03/2016  
 11 DAYS OPEN

STEPS ACTION TYPE STATUS SCHEDULED STARTED COMPLETED  
 INITIAL INSPECT DONE 06/03/16 06/03/16  
 NOTICE NOTICE DONE 06/03/16 06/03/16  
 FOLLOW UP INSPECTION LETTER 06/08/16 06/08/16  
 ORDER REMEDY NEW LETTER 07/13/16  
 APPEARANCE TICKE OTHER NEW

INSPECTION INSPECTOR REQUESTED SCHEDULED RESULTS FEE AMOUNT  
 COMPLAINT KEN PRIMARD 06/03/16 06/03/16 FAILED .00  
 COMPLAINT 06/10/16  
 COMPLAINT/VIOLATION TOTALS .00

COMPLAINANT ANON FL UP CONT DATE CONT TIME RESPONSE  
 DPW PERSONNEL N N 06/03/2016  
 VIOLATION SEVERITY 0  
 PROPERTY MAINTENANCE PHONE CALL 0 ALICE M CARR  
 AT 66 LYNDE ST. FENCE IS IN DISREPAIR. AREA COMPLY BY COMPLETED  
 06/07/2016  
 7 DAYS OPEN

STEPS ACTION TYPE STATUS NOTICE SCHEDULED STARTED COMPLETED  
 INITIAL INSPECT NEW 06/09/16  
 NOTICE NOTICE NEW  
 FOLLOW UP NEW  
 ORDER REMEDY INSPECTION LETTER  
 APPEARANCE TICKE OTHER NEW

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

348 73 BRIDGE ST SEVERITY 0 FAMOUS AMERICAN LABELS INC 06/09/2016  
 VIOLATION ZONING VIOLATION 0  
 AT 65-73 BRIDGE UNLICENSED BLACK STATION WAGON. 73 BRIDGE HAS DUMPSTER FULL OF BRICKS. SLIDING BUILDING MATERIAL OUT ON BOARD  
 FROM SECOND FLOOR WINDOW/DOOR INTO DUMPSTER.  
 5 DAYS OPEN



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CITY OF PLATTSBURGH  
COMPLAINTS/VIOLATIONS REPORT

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DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/01/16 TO 06/14/16

REFERENCE LOCATION CASE COMMENT AREA SOURCE RESPONSIBLE PARTY SEVERITY CREATED COMPLIED

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW		06/11/16			
NOTICE	NOTICE	NEW					
FOLLOW UP	INSPECTION	NEW					
ORDER REMEDY	NOTICE	NEW	LETTER				
APPEARANCE TICKE	OTHER	NEW					
INSPECTION	INSPECTOR	REQUESTED		SCHEDULED			RESULTS
COMPLAINT	KEN PRIMARD	06/11/16		06/11/16			.00
COMPLAINT	KEN PRIMARD						.00
COMPLAINT/VIOLATION TOTALS							

COMPLAINANT MAURICA GILBERT ANON FL UP CONT DATE 06/09/2016 CONT TIME RESPONSE

324 74 COURT ST SEVERITY 0 AREA NABIH REAL ESTATE INC COMPLY BY 06/13/2016 06/02/2016

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	DONE		05/31/16	05/31/16	06/02/16	
NOTICE	NOTICE	DONE	LETTER				
FOLLOW UP	INSPECTION	DONE		06/09/16	06/02/16	06/02/16	
ORDER REMEDY	NOTICE	NEW	LETTER				
APPEARANCE TICKE	OTHER	NEW		07/13/16			
INSPECTION	INSPECTOR	REQUESTED		SCHEDULED			RESULTS
COMPLAINT	KEN PRIMARD	06/13/16		06/13/16			.00
COMPLAINT	KEN PRIMARD	05/31/16		05/31/16			.00
COMPLAINT/VIOLATION TOTALS							

COMPLAINANT PRIMARD KENNETH M ANON FL UP CONT DATE 06/02/2016 CONT TIME RESPONSE

351 SO PERU ST SEVERITY 0 AREA MICHAEL J BOYNTON COMPLY BY 06/12/16 06/10/2016

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED	FEE AMOUNT
INITIAL INSPECT	INSPECTION	NEW		06/12/16			
NOTICE	NOTICE	NEW					
FOLLOW UP	INSPECTION	NEW					
COMPLAINT/VIOLATION TOTALS							

VIOLATION PROPERTY MAINTENANCE 2 TV'S ON CITY PROPERTY FOR WEEKS SEVERITY 0 AREA 0 NOTICE SCHEDULED 06/12/16 STARTED COMPLETED 4 DAYS OPEN

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COMPLAINTS/VIOLATIONS REPORT



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DEPARTMENT: Building Inspector

REPORTING PERIOD: 06/01/16 TO 06/14/16

REFERENCE CASE	LOCATION	COMMENT	ARBA SOURCE	RESPONSIBLE PARTY SEVERITY	CREATED	COMPLETED
COMPLAINT/VIOLATION						

ORDER REMEDY	NOTICE	NEW	LETTER	RESULTS	FREE AMOUNT
APPEARANCE TICHE	OTHER	NEW			
INSPECTION COMPLAINT	INSPECTOR	REQUESTED	SCHEDULED		
COMPLAINT	KYLE BURDO	06/12/16	06/12/16		.00
COMPLAINT	KYLE BURDO				.00
COMPLAINT/VIOLATION TOTALS					.00

DEPARTMENT TOTALS  
COMPLAINT/VIOLATION ACTIVITY 06/01/16-06/14/16: 28 COMPLAINTS/VIOLATIONS 7 COMPLETED

REPORT TOTALS  
COMPLAINT/VIOLATION ACTIVITY 06/01/16-06/14/16: 28 COMPLAINTS/VIOLATIONS 7 COMPLETED

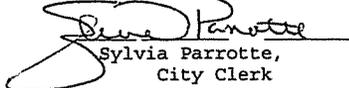
\*\* END OF REPORT - Generated by Denise Nephew \*\*

CITY OF PLATTSBURGH, NEW YORK  
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: "May16

REVENUE SOURCE	CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City) 25-2540	0.00		0.00
Bingo Licenses (State) 1-0632	0.00		0.00
Bingo License Fees 3% 25-2540	1204.70		1204.70
Building Permits 25-2555	0.00		0.00
Circus License 25-2502	0.00		0.00
City Code 12-1255	0.00		0.00
Code Civil Compromise 26-2614	0.00		0.00
Contractor Fees 25-2557	0.00		0.00
Dog Licenses 25-2542	415.00		415.00
State Neuter/Spay surcharge		66.00	66.00
Extract of Records 12-1255	4.50		4.50
Game of Chance Lic. (City) 25-2541	0.00		0.00
Game of Chance Lic. (State) 1-0632	0.00		0.00
Gas Permits 15-1540	25.00		25.00
Going Out of Business Lic 25-2509	0.00		0.00
Hauler's Licenses 25-2505	0.00		0.00
Housing Code 21-2110	0.00		0.00
Impound Fees 15-1550	50.00		50.00
Interest Temp 1124-2401	2.04		2.04
Jeweler's Licenses 25-2503	0.00		0.00
Marriage Licenses 25-2545	577.50	742.50	1320.00
Notary Fees 12-1255	0.00		0.00
Peddler/Vendor Licenses 25-2503	140.00		140.00
Returned Check Charges 12-1255	20.00		20.00
Sign Permits 25-2590	0.00		0.00
Specifications T-30		0.00	0.00
Special Use Permits 21-2110	0.00		0.00
Subdivision Fee 21-2110	0.00		0.00
Subdivision Ordinance 12-1255	0.00		0.00
Taxi Operator's Licenses 25-2507	150.00		150.00
Taxi Vehicle Licenses 25-2504	80.00		80.00
Tree/Stump Removal License 25-2508	180.00		180.00
Vital Statistics 16-1603	6170.00		6170.00
Zoning Ordinances 21-2110	0.00		0.00
Zoning Variances 21-2110	0.00		0.00
OTHER REVENUE			
Riverwalk 1127-2753	595.00		595.00
Auditorium 1127-2752	0.00		0.00
Centennial Plaques 1127-2705	0.00		0.00
Lake Champlain Memorial 1127-	0.00		0.00
RECOVERED FUNDS			
Telephone 1-1410000-4414	0.00		0.00
Postage 1-1410000-4470	1.47		1.47
Print & Copy 1-1410000-4431	0.00		0.00
DISBURSEMENTS:	\$9,615.21	\$808.50	\$10,423.71
N.Y.S. Dept of Health \$742.50	Check No 1404		
N.Y.S. Dept of Ag & Mkts \$66.00	Check No 1405		
	Total Paid Others:		\$808.50
ADJUSTMENT: None			\$0.00
Chamberlain (Spec. Deposits) \$0.00	Check No		
Chamberlain (Net Revenues) \$9,615.21	Check No 1406		
	Amount Due City Chamberlain:		\$9,615.21
			\$10,423.71

Dated at Plattsburgh, New York

  
Sylvia Parrotte,  
City Clerk

03-Jun-16



**Plattsburgh Police Department**  
45 Pine Street  
**Plattsburgh, New York**

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

DESMOND J. RACICOT  
Chief of Police

June 3, 2016

Mayor James E. Calnon  
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 May 2016.

Respectfully Submitted,

Chief Desmond J. Racicot  
Plattsburgh Police Department

HLS

PARKING VIOLATIONS BUREAU

Monthly Report for May 2016

	<u>May 2016</u>	<u>May 2015</u>
TICKETS ISSUED:	204	242
TICKETS COLLECTED:	219	223
REVENUE FOR MONTH:	\$5,798.75	\$5,450.75

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YEAR TO DATE TOTALS:

	<u>May 2016</u>	<u>May 2015</u>
TICKETS ISSUED:	1315	1154
TICKETS COLLECTED:	1238	1040
REVENUE:	\$31,943.00	\$31,733.00

COMPARISON:      Parking tickets issued for May. 2016: Down 38  
                         Parking tickets collected for May. 2016:Down 4  
                         Revenue for May. 2016: UP \$348.00  
                         Amount Dismissed: \$712.50





91 NO PARKING ODD	0	0	1	7	15.00	116.25
92 NO PARK 7AM-5PM	0	0	0	0	0.00	0.00
95 20' INTERSECTION	0	0	1	1	15.00	15.00
98 12" CURB	0	0	5	20	82.50	461.25
99 12" CURB 1 WAY	0	0	0	6	0.00	96.00
101 FACING WRONG2W	0	0	0	0	0.00	0.00
105 EXCEEDED 72HRS	0	0	0	0	0.00	0.00
107 SNOW 12:01-6 AM	0	0	0	2	0.00	70.00
108 SNOW CPL 2AM-6AM	0	0	0	0	0.00	0.00
110 EXCEEDED 90 MIN	0	0	0	1	0.00	15.00
111 FRONT YARD	0	0	0	1	0.00	50.00
Other	0	0	17	63	0.00	0.00
TOTALS:	1	37	203	1281	4,567.50	40,787.00

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

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93%      0.49 %  
PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83.      99.51 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93%      2.81 %  
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.0;      97.19 %



# Plattsburgh, New York

Richard A. Marks  
City Chamberlain

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

DATE: June 3, 2016  
MEMO TO: Mayor Calnon  
FROM: Richard Marks  
RE: Corporation Counsel – Budget Adjustment



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

Increase: General Fund Assigned Appropriated Fund Balance 1-0599 \$52,000.00

Increase: Appropriation – Corp. Counsel Fees for Services 1-1420000-4440 \$52,000.00

This request provides for a \$52,000.00 increase in the budgeted amount for outside assigned counsel services in order to continue the health insurance arbitration requirements and provide for other assigned counsel services for the remainder of 2016. The offsetting entry increases the General Fund Assigned Appropriated Fund Balance being used to balance the 2016 General Fund Budget for unbudgeted appropriations. This adjustment increases the 2015 General Fund budget for appropriations by \$52,000.00, thereby increasing the appropriated budget deficit from the General Fund Unassigned Fund Balance to \$88,914.00.

Thank you for your attention to this request.

Cc: Carole Garcia



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

# Plattsburgh, New York

William J. Treacy, P.E.  
Manager

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

June 1, 2016

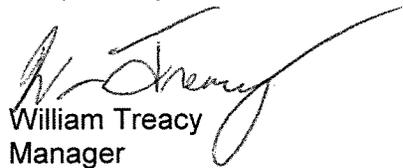
To: Mayor James Calnon

Subject: Protective Relay System Testing  
Bid No 2016-5-1 Bid Review and Award Recommendation

The Management of the Plattsburgh Municipal Lighting Department and PLM Engineering have reviewed and evaluated the two bids received on May 19, 2016, for the above subject contract. Attached is PLM's review and recommendation.

We recommend award to **HMT, Cicero, New York** in the total amount of **\$ 142,500.00**. The bid is within the funding allotted for this project. If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,



William Treacy  
Manager

Enclosure: (1)

CC: City Clerk  
Councilor Kelly, PMLD Liaison  
Kelly Clookey, MLD Finance Director  
Bid 2016 -2-1 File



Project 9122-45

May 23, 2016

Mr. William Treacy, Manager  
Plattsburgh Municipal Lighting Department  
6 Miller Street, Suite 1  
Plattsburgh, NY 12901

Dear Bill:

SUBJECT: Protective Relay System Testing  
Bid No. 2016-5-1  
Bid Review and Award Recommendation

Sealed bids for the above contract were opened on Thursday, May 19, 2016 at 1:00 pm at the Plattsburgh City Clerk's office. This bid is for the NERC related testing of Electric Relays and Equipment at the St. Lawrence No. 1, St. Lawrence No. 2 and St. Lawrence No. 3 Substations. A total of two bids were received for this procurement.

HMT - \$142,500.00 – HMT submitted a valid bid, including all required bid forms. Both PMLD and PLM have previous positive experience with HMT, including testing and commissioning services on several substations in Plattsburgh (SL1, SL2, SL3, Rugar Street and Flynn Avenue Substations) and several on-going maintenance testing projects. HMT performed the last round of NERC related testing at these three substation, with good results. We find HMT to be well qualified to perform the requirements of this project.

O'Connell Electric - \$289,377.00 – O'Connell submitted a valid bid, including all required bid forms. Both PMLD and PLM have previous positive experience with O'Connell, including testing and commissioning services at the new Saranac Substation. We find O'Connell to be qualified to perform the requirements of this project.

Based on the discussion above, we recommend award of the Bid for Protective Relay System Testing - Bid No. 2016-5-1 to **HMT** in the amount of **\$142,500.00**. HMT is the lowest responsive and responsible bidder. If you have any questions or comments concerning this correspondence, please do not hesitate to contact me.

Sincerely,

*Michael C. Barrett*

---

Michael C. Barrett  
Principal Engineer

**ASBO AND LBP BID TABULATION**

	<b>NRC</b>	<b>JEDA</b>
Asbo and LBP Abatment Non Friable	\$19,000.00	\$24,420.00
Per SF Cost of Black Mastic Removal	\$ 4.00	\$ 38.55
Worst Case Black Mastic (1090 SF)	\$ 4,360.00	\$42,019.50
Total Worst Case	\$23,360.00	\$66,439.50



63 Trade Road, Building 4  
Massena, NY 13662  
Phone: 315-764-1917  
Fax: 315-764-9453  
www.nrcc.com

May 23, 2016

Proposal No. M016611  
Revision 1

**North Country CO-OP**  
25 Bridge Street  
Plattsburgh, New York 12901  
Attn: Mr. Jeremiah Ward

Telephone: (518) 561-5904  
E-mail: jeremiah.ward@gmail.com

Re: Asbestos & LBP Abatement  
Commercial/Residential Structure  
25 Bridge Street  
Plattsburgh, New York 12901

OP-TECH Environmental Services, Inc. (OP-TECH), per the following scope of services, is pleased to provide **North Country CO-OP** (Client) with the following cost proposal for abatement of asbestos containing Gray Cementitious Board & LBP from the exterior facade of the structure located at 25 Bridge Street in Plattsburgh, New York.

**TASK 1: MOBILIZATION**

- Coordinate with North Country CO-OP and others for site access and logistics.
- Prepare and submit necessary permits, notifications and submittals.
- Post asbestos abatement occupant notification at the site 10-days prior to mobilizing.
- Mobilize personnel as well as sufficient equipment and materials to perform the scope of work as qualified below.

**TASK 2: ASBESTOS ABATEMENT**

- Provide labor, equipment, and materials required to perform the PACM abatement activities in accordance with Industrial Code Rule Part 56 (ICR 56), Title 12 of the Codes, Rules and Regulations of the State of New York (12 NYCRR) 56), amended date of March 21, 2007.
- Provide NYSDOL 40-hour certified supervision and 32-hour certified labor for the abatement activities.
- Provide NYSDOL notification and fees as a large asbestos abatement project.
- Preparation and containment of the work area in accordance to NYSDOL ICR 56 for Friable Asbestos Containing Materials.
- Provide abatement of approx. 1,090 SF of gray friable or non-friable wall covering from front façade of the building per NORTHRO Environmental Consulting Services asbestos abatement Report dated 3/18/16.
- Provide removal of approx. 1,090 SF of Black mastic from the façade per NORTHRO Environmental Consulting Services asbestos abatement Report dated 3/18/16.
- Provide transportation & disposal of the ACM at a NYSDEC permitted facility.
- Provide a project summary report to the Client upon conclusion of the project.

EXCELLENCE IN ENVIRONMENTAL & EMERGENCY SOLUTIONS

### Lead Abatement:

- Provide OSHA 29 CFR 1910.120 trained technician(s) for lead abatement activities
- Provide required materials and equipment for preparation and containment of the work area.
- Provide removal of yellow lead based paint from concrete walls only located within the rehabilitation area of the control room scheduled for demolition as required by contract documents.
- Provide removal of white & maroon lead based paint from 2<sup>nd</sup> & 3<sup>rd</sup> floor façade wall covering per Lead Abatement Scope of Work during the asbestos abatement process.
- Hand scrape loose lead based paint from 6 windows of the 2<sup>nd</sup> & 3<sup>rd</sup> floor per Lead Abatement Scope of Work
- Place paint particles / chips, disposable tools, PPE, etc. in approved container(s).
- Conduct OSHA personal air sampling on OP-TECH personnel engaged in lead abatement.
- Provide T&D of LBP contaminated waste at a NYSDEC permitted Landfill.

### CONDITIONS / EXCEPTIONS

- OP-TECH will have free and ready access to the work site and a staging area for the equipment and materials.
- ~~This proposal is under the assumption the materials are friable & entire front façade will need scaffolding set up for the abatement and will allow access to the front door of the building during business hours.~~
- This proposal is under the assumption the black mastic that is required for the abatement is adhered to the furring that was used to fasten the asbestos board to the brick.
- This proposal includes the removal of the furring strips and the adhered mastic in their entirety. New furring will need to be installed prior to the installation of the new covering.
- This proposal does not include any mastic removal on the brick itself. If mastic needs to be abated from the brick this work shall be considered change order work.
- ~~Third party environmental air monitoring for the asbestos abatement portion of this project is to be provided by the Owner per ICR-56.~~
- Owner electrical and water services will be utilized for the asbestos abatement activities.
- This proposal is based on the non-prevailing wage rates for Clinton County.
- An agreement between OP-TECH and Client of this proposal will require signature of an authorized Client representative and/or reference to this proposal and its conditions within Client subcontract(s).
- New York State sales tax will be excluded from the final invoice upon receipt of a tax-exempt certificate.

**COST PROPOSAL**

Based on OP-TECH's understanding of the project, the information provided by North County CO-OP, as well as what could be observed from the site visit, OP-TECH shall perform the above scope of work consistent with the cost proposal defined below:

Item	Description	Est. Qty.	Units	Unit Rate	Extended Costs
<b>Asbestos &amp; LBP Abatement – 25 Bridge Street; Plattsburgh, New York</b>					
1	Asbestos & LBP Abatement Front Façade - Friable	1	LS	\$ 48,900.00	\$ 48,900.00
1	Asbestos & LBP Abatement Front Façade – Non –Friable	1	LS	\$ 19,900.00	\$ 19,900.00
1	Asbestos Abatement SF Price for Mastic Removal	1,090	LS	\$ 4.00	\$ 4,360.00

Respectfully submitted,  
**OP-TECH ENVIRONMENTAL SERVICES, INC.**



Richard Fairbridge  
Project Manager

**APPENDIX A**  
**NATIONAL RESPONSE CORPORATION (NRC)**  
**GENERAL TERMS AND CONDITIONS**

**1. TERMS AND CONDITIONS:** These terms and conditions apply to all Services performed by NRC for Customer. This Proposal and Work Authorization, and this Appendix A (collectively "Agreement") constitute the entire agreement of the parties. Provisions contained in a purchase order or other documents provided by Customer that vary or conflict with the terms contained in this Agreement are hereby rejected. This Agreement may be signed in multiple counterparts. Facsimile, scanned or electronic signatures, copies of this Agreement, and daily work reports are valid and binding on the parties.

**2. PAYMENT:**

- a. Customer shall pay NRC in full for all services properly rendered under this Agreement within 30 days from receipt of each invoice submitted by NRC unless specific credit arrangements are agreed to prior to the commencement of Services, subject to and contingent upon NRC's credit approval of Customer. **Payments are not contingent upon owner payments, government funding, or insurance payments.**
- b. Invoices shall be rendered bi-weekly and/or at the conclusion of Services. NRC's acceptance of any payment or partial payment for services rendered shall be done without prejudice to any further rights or remedies NRC may have, including but not limited to the collection of any additional monies owed to NRC.
- c. If NRC's proper invoice is not paid within Net 30 days from Customer's receipt of invoice, Customer agrees that NRC will have the right, without further notice, to terminate NRC's services until all past due and outstanding amounts are paid and NRC receives adequate assurance of Customer's prompt future payment. Payments received more than 30 days past due are subject to interest charges of 1.5% per month, or the maximum rate allowed by law.
- d. Amounts paid will be credited first to accrued interest, then to the oldest unpaid balance. In addition, Customer shall reimburse NRC for all costs incurred to collect overdue amounts, including but not limited to collection fees, filing fees, costs of litigation or alternate dispute resolution, attorneys' fees and charges for time spent by NRC personnel. NRC reserves all legal rights and recourses against the Customer, its property and the property owner for failure of Customer to pay invoices when due.

**3. COMPLIANCE WITH LAW:** Both Parties shall comply with all applicable laws and regulations. In the event of changes in laws or regulations, that affect the Services, NRC shall inform Customer of such changes and the impact they may have on the Services, cost or scheduling. Such changes are to be treated as an Unanticipated Condition under the terms defined in the respective paragraph below.

**4. FINES:** Customer shall pay any fines, penalties or other sums resulting from violation of, or failure of Company to comply with any laws, codes, standards, statutes, regulations, or administrative or judicial order, unless otherwise provided on the face of this Agreement.

**5. CUSTOMER REPRESENTATIVE:** Customer shall provide all criteria and full information about the Work Site, including Customer's requirements for the project, any Conditions, present and past activities engaged in, and the substances and materials known or likely to be encountered; designate a persons to act with authority of Customer and provide NRC continuing access to Customer or Customer's representative; Customer or Customer's representative is to examine and respond promptly to NRC's inquiries and submissions.

**6. DAILY WORK REPORTS (TIME & MATERIAL PROJECTS):** Daily work reports will be the mechanism to document and verify personnel, equipment, materials and outside services utilized by NRC in the performance of the Services. If Customer's representative is not available to sign daily work reports, it is Customer's responsibility to ensure prompt review and approval of daily work reports submitted electronically by NRC. Customer's failure to (i) sign and return facsimile or electronic daily work reports sent to Customer's fax number or email address, or (ii) provide its written objection to daily work reports within 24 hours, will constitute acceptance of the resources reported by NRC.

**7. PROJECT REVIEW:** Customer or Customer's representative shall promptly initiate a review of the project with NRC or NRC's representative at the conclusion of the Services in order to identify in writing any incomplete, defective or unsatisfactory service. NRC in turn will respond within a reasonable time thereafter.

**8. HANDLING OF WASTE:** References to "Customer" in this paragraph shall mean the Client or the generator of the waste. By performing the Services, NRC does not accept or acquire (i) title to any waste handled by NRC; or (ii) the status or liability of the generator, owner, operator or arranger of transportation, treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. If requested, NRC will transport waste or cause it to be transported under a waste manifest executed by Customer to a disposal or treatment facility selected by Customer. Customer shall pay all fees and taxes arising from or related to handling, transportation and disposal of the waste. If NRC arranges for the transportation and disposal of waste, executes contracts with disposal facilities, completes and signs waste profiles or waste manifests, or makes payment for transportation or disposal services, these activities are performed by NRC as Customer's agent. Customer shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service. Prices quoted by NRC for transportation and disposal of waste do not constitute a selection of the disposal facility and will be subject to adjustment in the event the disposal facility increases its price to NRC or Customer designates an alternate facility.

**9. WASTE PROFILE SHEET:** Prior to the time of shipment and/or loading, Customer shall sign a Waste Profile sheet with approval by a disposal facility in advance of scheduling the Services. Customer shall also sign waste shipping documents at the time of shipment (prior to loading). Such documents must also include a separate shipping paper for disposal of any truck wash waste.

**10. SCHEDULE:** NRC shall use reasonable effort to complete the Services according to the agreed schedule. However, no warranties or representations are made as to the completion date of any Services undertaken, nor will Customer have any right to damages arising from delays of NRC in the completion of the Services.

**11. UNANTICIPATED CONDITIONS:** If during the performance of the Services, NRC discovers (i) subsurface or other latent physical conditions at the Work Site which differ materially from those indicated in this Agreement; or (ii) unknown physical conditions at the site, including but not limited to any non-hazardous or hazardous materials and/or substances, which differ materially from those ordinarily encountered or could not have been reasonably anticipated at the commencement of this Agreement; or (iii) changes in laws or required standards, and directions by governmental agencies (all such discoveries hereinafter referred to as "Unanticipated Conditions"), NRC shall notify Customer as soon as is practically possible. The Customer shall respond to NRC's notification within 3 business days as to the course of action it would like NRC to take with regard to the Unanticipated Condition. The discovery of Unanticipated Conditions requiring a re-negotiation or termination of this Agreement. Such negotiations must occur promptly and in good faith. If a re-negotiated Agreement cannot be developed, NRC has the right to terminate this Agreement without penalty or cause. In the event of a termination, NRC is to be paid for all Services performed up to the termination date.

**12. FORCE MAJEURE:** Except as otherwise expressly provided in this Agreement, if NRC, through causes, conditions, or events beyond its control, has been delayed in the performing of the Services and as a result will be unable to complete the Services fully and satisfactorily within the time fixed

therefore, NRC will be granted an excuse of performance or an appropriate extension of time by Customer pursuant to a Change Order negotiated by Customer and NRC in good faith.

**13. SUBSURFACE STRUCTURES:** Customer will furnish to NRC any and all information available identifying the type and location of Subsurface Structures at the Work Site. NRC will also use reasonable diligence to identify and contact the local Underground Facilities Protective Organization or equivalent for the same purposes described herein prior to commencement of any drilling or other excavation. NRC is not responsible for any losses from, damage to, or loss of use of, any Subsurface Structure not accurately located and/or identified by Customer or others as requiring special protection (at Customer's additional cost). NRC's only obligation with respect to Subsurface Structures is to use reasonable care under the circumstances when excavating in or near locations identified by Customer or the local Underground Facilities Protective Organization or equivalent, if any.

**14. CROSS-CONTAMINATION:** Customer acknowledges and understands that sampling and/or material handling may result in unavoidable cross-contamination of certain subsurface areas, such as aquifers, underground streams, or other hydrous bodies not previously contaminated. Because NRC cannot totally eliminate the risk despite the use of due and reasonable care, and because sampling is an essential element of NRC's services indicated herein, Customer shall, to the fullest extent permitted by law, waive any claim against NRC arising from cross-contamination allegedly caused by NRC sampling and/or material handling.

**15. INDEMNITY:**

- a. Customer shall indemnify and defend, NRC from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney's fees) incurred from or in connection with the Services (including claims of bodily injury or death, property damage, environmental release, impairment, pollution or condition or any other cause) and arising (i) prior to NRC's commencement of the Services, (ii) during or after the performance of the Services that are not directly attributable to NRC's active or sole negligence or intentional misconduct in the performance of the Services, or (iii) from Customer's misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.
- b. NRC shall indemnify and defend Customer from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney's fees) incurred from or in connection with any Claims to the extent directly attributable to NRC's active or sole negligence or intentional misconduct in the performance of the Services.

**16. LIMIT OF LIABILITY:** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE, INCLUDING NEGLIGENCE, EVEN IF SUCH DAMAGES WERE WITHIN THE CONTEMPLATION OF OR REASONABLY FORESEEABLE BY THE PARTIES.

**17. INSURANCE:** During the performance of the Services, NRC shall maintain worker's compensation and employer's liability insurance; commercial general liability insurance in the amount of \$1,000,000 per occurrence; automobile liability insurance in the amount of \$1,000,000 combined single limit; and contractor's pollution liability insurance in the amount of \$1,000,000. Customer will be an additional insured on the general and automobile liability policies per blanket endorsements to the extent of NRC's liability under this Agreement.

**18. ACCESS:** Customer grants a License to NRC and right of way to and over Customer's property (including utilities located thereon) for the purposes related to this Agreement. Customer's License to NRC survives termination of this Agreement and will continue for a reasonable period of time for the purpose of allowing NRC to remove its equipment and all other property from the Work Site.

**19. MODIFICATION:** Except where otherwise provided in this agreement, no terms, conditions, prior Agreements or Work Orders, Change Orders or agreements purporting to modify, vary, supplement or explain any provision of this Agreement will be valid unless in writing and signed by

representatives of both parties authorized to amend this Agreement. In the case of emergency situations however, oral modifications mutually agreed to by Customer and NRC will be binding and effective as against all parties up and until such modifications are subsequently memorialized in a written Change Order or other writing. Failure of Customer or Customer's authorized representative to sign and submit such Change Order or writing to NRC will not negate or otherwise affect the validity or enforceability of such oral modifications.

**20. NO WAIVER:** No waiver by NRC or the Customer of any breach of any term or condition in this Agreement shall operate as a waiver of any subsequent breach of any other term or condition of this Agreement.

**21. WARRANTY:**

- a. NRC shall provide the services in accordance with the applicable professional and trade standards, standards published by the Owner, and all federal, state and local regulations and statutes. THIS WARRANTY IS IN LIEU OF, AND EXCLUDES ALL OTHER WARRANTIES, STANDARDS AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF ANY EQUIPMENT, MACHINERY, PROCESS OR SYSTEM EMPLOYED OR PROVIDED BY NRC. CUSTOMER'S SOLE REMEDY AND NRC'S SOLE LIABILITY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT OR OTHERWISE WILL BE THE RE-PERFORMANCE OF THE SERVICES IN QUESTION TO THE EXTENT NECESSARY TO CURE THE BREACH. Such remedy will be available to Customer only if Customer reports the breach to NRC within 60 days after discovery of the breach and during the performance of the Services for emergency response Services, or, in the case of other Services no later than one (1) year after completion of the Service in question.
- b. After Final Completion of the Services, NRC will not be responsible for the performance of any further remedial action, removal actions or cleanup of hazardous waste or hazardous substances at the site that the Customer may be ordered, directed or required to perform by any governmental authority, unless such action is necessary as a direct result of NRC's failure to perform this Contract, or its recklessness or intentional misconduct in the performance of the Services.
- c. Unless otherwise warrantied, response activities provided by NRC will be for the purpose of minimizing, to the extent practicable, the environmental damage and health and safety risks of spills or releases of petroleum or other hazardous substances. As such the released oil or hazardous substance involved may not be eliminated from the Site by response activities. CONTRACTOR DOES NOT WARRANT, BY THE TERMS OF THIS AGREEMENT OR BY UNDERTAKING A RESPONSE TO SPILLED OIL OR HAZARDOUS SUBSTANCE PURSUANT TO THIS AGREEMENT, THAT SUCH RESPONSE WILL RENDER THE SITE SAFE FOR ANY FORM OF HUMAN ACTIVITY OR IN COMPLIANCE WITH ANY STATE, LOCAL OR FEDERAL LAW.

**22. SEVERABILITY:** If any provision of this Agreement is determined to be unenforceable or invalid, then that provision is to be either (i) modified to the minimum extent necessary to reflect the Parties' original intention and make it enforceable if permitted by law; or (ii) disregarded if modification is not permitted by law. The remainder of this Agreement will remain binding and effective against all Parties.

**23. LAW AND JURISDICTION:** This Agreement and the rights and obligations of the parties is to be governed by the laws of the State in which the Services are to be performed. Any suit, action or proceeding brought by any party is to be commenced exclusively in the appropriate state court situated in the county nearest to NRC's office that contracted for the Services, and each party submits to the exclusive jurisdiction of such court. The parties waive any right to trial by jury with respect to any claim, counterclaim or action arising from the terms of this agreement.

**24. ASSIGNMENT:** No assignment of rights or delegation of duties, in whole or in part, may be permitted by either party without the prior written consent of the other party, provided that NRC may engage such subcontractors to assist NRC as NRC deems necessary and appropriate, to be determined in NRC's sole discretion.

**25. SUSPENSION OR TERMINATION:** NRC may suspend or terminate the Services or this Agreement at any time in the event of (i) failure of Customer to timely pay amounts due, or (ii) breach by Customer of any provision of this Agreement. Customer shall be responsible for all charges incurred by NRC as a result of such termination or suspension, in addition to charges for Services performed hereunder. The term of this Agreement will continue from the date it is fully executed until the completion of the Services or earlier termination by either party on at least three (3) business days prior written notice. All Services performed by NRC prior to the effective date of termination is to be deemed to have been performed during the term of this Agreement. In the event of a termination by Customer, NRC is to be paid by Customer, in accordance with the provisions for payments, for all Services performed up to the notice of termination date.

**26. NOTICE OF CLAIM:** As a condition precedent to the commencement of any action or special proceeding against NRC, Customer shall provide NRC with a written notice of claim specifying the grounds upon which the claim will be based. In addition, such notice must: (a) reasonably identify the contract; (b) identify the date, duration, and nature of any breach or default, actual or suspected, including the nature of any damage, injury, and/or loss; and (c) estimate or state the damage amount and how it was calculated. After such notice of claim is served and prior to the commencement of any action or special proceeding against NRC, Customer will give NRC two (2) business days in which to correct or diligently commence and pursue correction or cure of such breach or default described in the notice of claim. Customer's payment for services rendered after such notice is given is to be interpreted as and mean that Customer is satisfied with NRC's services.

**27. LITIGATION AND COLLECTION COSTS:**

- a. In the event either Party initiates a claim or legal action concerning issues arising out of the performance or nonperformance of this Agreement against the other, the non-prevailing party will pay the prevailing party's expenses of litigation, including reasonable attorneys' fees.
- b. In the event either party fails to promptly pay the other's invoiced costs and expenses, the non-prevailing party agrees to pay the prevailing party's reasonable collection expenses, including attorneys' fees. This provision shall have no applicability or binding effect if such legal action or proceeding is resolved by means of settlement.
- c. In the event of any dispute involving Customer or the subject matter of the Services in which NRC is either not a named party or not at fault. Customer shall pay NRC for any reasonable attorneys' fees, legal expenses and other costs incurred or time spent in responding, defending or participating in such litigation, including costs and time of NRC or its personnel when called or subpoenaed for depositions, examinations, appearances or document production.

**28. REIMBURSABLE EXPENSES:** Customer shall reimburse NRC at total cost for those expenses outside of the scope of the proposed Services and/or this Agreement, together with any subsequent Change Orders. Such expenses and fees will appear on NRC's invoice(s) to Customer. If the services covered by this Agreement are subject to local, state or federal taxes, fees or surcharges, such additional costs will be charged to the project; Mobilization and de-mobilization expenses incurred as a result of work stoppages exceeding 3 days not directly caused by NRC.

**29. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, understandings and writings whether oral or written between the parties relating to the subject matter of this Agreement. There are no oral agreements in connection with this Agreement.

**AUTHORIZATION**

By accepting this Proposal Agreement, the Customer authorizes NRC to commence the Services described and defined herein and grants access, at reasonable times, to the described property. This Proposal Agreement is valid for a period of thirty (30) days.

The Terms and Conditions of the above are satisfactory and are accepted:

By Customer:

By NRC:

\_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

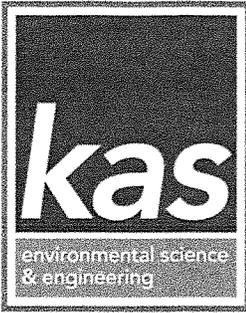
\_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

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

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



589 Avenue D, Suite 10  
PO Box 787  
Williston, VT 05495  
[www.kas-consulting.com](http://www.kas-consulting.com)

802 383.0486 p  
802 383.0490 f

May 25, 2016

Mr. Jeremiah Ward  
Project Manager  
North Country Food Co-Op  
25 Bridge Street  
Plattsburgh, NY 12901

Re: Asbestos Opinion Letter, 25 Bridge Street, Plattsburgh, NY

Dear Mr. Ward:

At your request I have reviewed the Limited Asbestos Inspection Report prepared by A NORTH Environmental Consulting Services, LLC dated March 18, 2016 and visited 25 Bridge Street to specifically determine whether the gray exterior wall covering is a friable material as called out on page 3 of the report. The following are my opinions.

1. Friable as defined in New York State Industrial Code Rule 56 Asbestos (cited as 12NYCRR Part 56), commonly called ICR56 is "Any material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, or is capable of being released into the air by hand pressure". The material in question does not meet this definition and is therefore not a friable material.
2. Visual observation of the exterior wall covering during my site visit of 5/23/16 indicates that the material is what is commonly called Transite. Transite is a cementitious non friable material that virtually always is an asbestos containing material.
3. Overall the report reviewed is good; however, I believe a mistake has been made calling the exterior wall covering a friable material. The material was analyzed by NYS ELAP Method 198.1 which is required for all friable and non friable materials that are not non-friable organically bound (NOB) asbestos materials. The wall covering is clearly not a NOB material. The exterior wall covering should not have been classified friable, it is a non friable material that is not a NOB. (NOB materials require a much higher level of laboratory analysis).
4. ICR56 details how to inspect and deal with asbestos containing materials. Paragraph 56-11.6 of ICR56 cites several materials

25 Bridge Street, Plattsburgh, NY  
Opinion Letter 5/25/16

including Transite (the wall covering) and certain NOB materials (the exterior mastic) that can be abated without plasticizing the entire exterior area to be abated under specific conditions for exterior abatement projects. This is a less expensive acceptable way to abate the exterior wall covering than if it is classified as friable.

In summary I do not believe the exterior wall covering is correctly classified as friable in the report. It is a non friable material and can be removed as a non friable material in accordance with conditions in ICR56 Paragraph 56-11.6. Abatement contractors should quote its removal as a non-friable material.

If you have questions do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Schuyler", with a long horizontal flourish extending to the right.

Peter Schuyler  
NYS Asbestos Inspector, Management Planner, Project Designer 90-06755

C: 305165740

## Carlin, Beth

---

**From:** Farrington, Kevin  
**Sent:** Monday, May 16, 2016 1:12 PM  
**To:** Bonafide, John (PARKS)  
**Cc:** Carlin, Beth; McMahon, Joe; Gizzy S. (gizzyspencer@gmail.com)  
**Subject:** FW: PHS NHS

Hi John

We received the request (see below) to plant street trees at the oval as part of the City's "Adopt – A – Spot" program. The tree species and locations seem to be acceptable, however, I'm sending this proposed plan to your office as required by the Programmatic Agreement between the City and NYSOPRHP. Please let me know if you have any comments or concerns or require additional information.

Thanks.

Kevin

**Kevin Farrington, P.E.**

City Engineer

(518) 563-7730 Work

(518) 572-0749 Mobile

kfarrington@cityofplattsburgh-ny.gov

Engineering & Planning Department

41 City Hall Place

Plattsburgh, NY 12901

www.cityofplattsburgh.com

---

**From:** Gizzy S. [<mailto:gizzyspencer@gmail.com>]

**Sent:** Thursday, May 12, 2016 10:03 AM

**To:** Farrington, Kevin

**Subject:** PHS NHS

The trees have a 2 inch diameter.

From Frank Pravata- "The attached invoice has 12 Honeylocust(Gleditsia) and 13 Pin Oak(Quercus) which are yours. Those two species were the only available which are suitable for the Oval.

We will plant them at no charge May 21st(Saturday).

Total Price: 25 @ 169.00= \$4225.00

Your share of the Freight= 120.00

Topsoil needed to Plant= 350.00

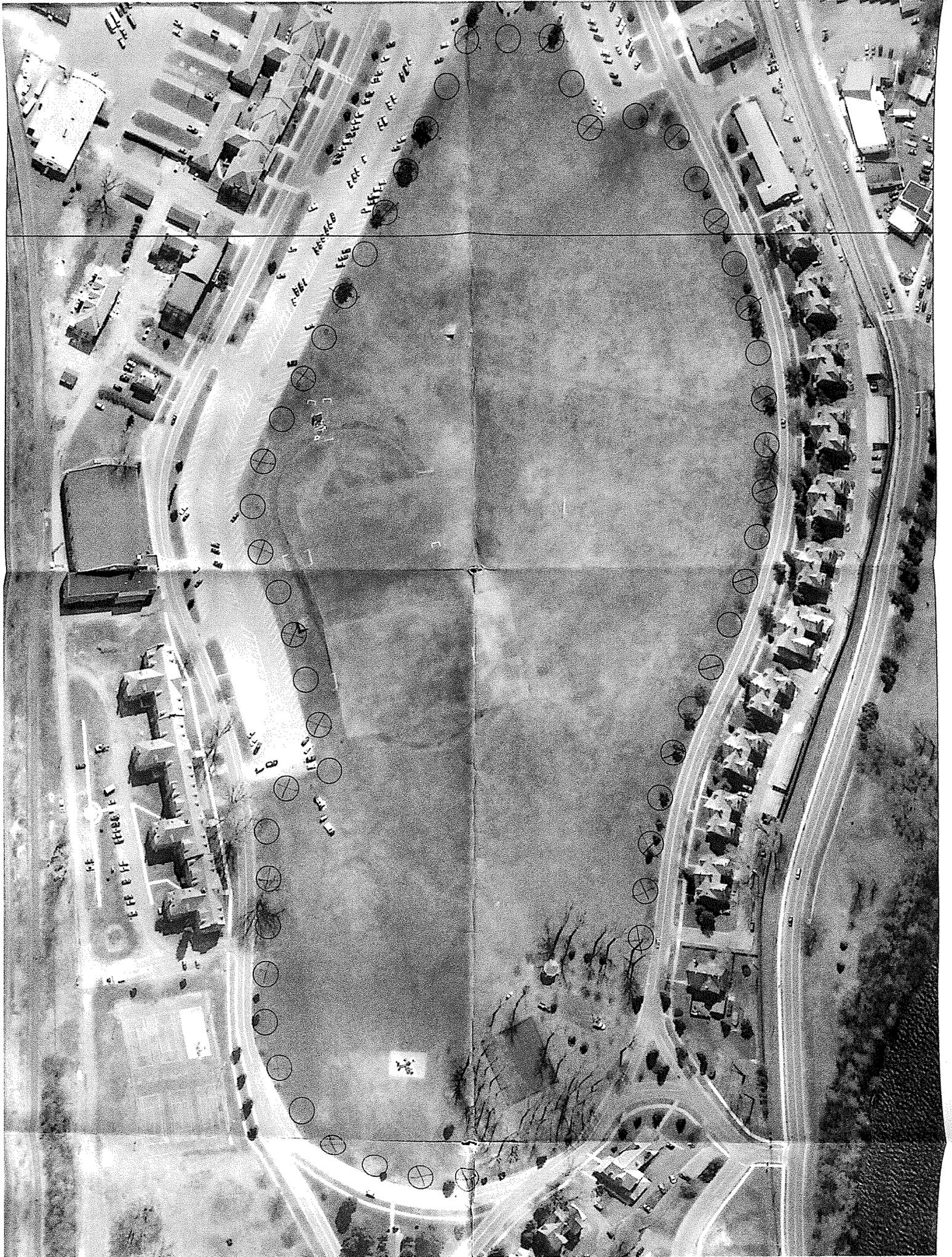
Grand Total: \$4695.00"

The circles that have an X will NOT have a tree there, I tried to adjust for the decrease in numbers, unless you think a different plan would be better.

The current plan for a planting day is May 21, please let me know if that will or won't be possible!

Thank you,

Gizella Spencer





# Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO  
Governor

ROSE HARVEY  
Commissioner

June 1, 2016

Mr. Kevin Farrington  
City Engineer  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

Re: AIR FORCE  
Tree Replacement/Replanting Program/Inner Oval  
16PR03754

Dear Mr. Farrington:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the provided documentation in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8).

The proposed planting of 25 new trees in the inner edge of the Oval will have No Adverse Effect on the National Register Listed United States Oval Historic District.

If I can be of any further assistance I can be reached at [john.bonafide@parks.ny.gov](mailto:john.bonafide@parks.ny.gov) or (518) 268-2166.

Sincerely,

John A. Bonafide  
Director,  
Technical Preservation Services Bureau

via e-mail only

---

Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • [www.nysparks.com](http://www.nysparks.com)

## Carlin, Beth

---

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**Cc:** Carlin, Beth; McMahon, Joe; Gizzy S. (gizzyspencer@gmail.com)  
**Subject:** FW: PHS NHS

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Thanks.

Kevin

**Kevin Farrington, P.E.**

City Engineer

(518) 563-7730 Work

(518) 572-0749 Mobile

kfarrington@cityofplattsburgh-ny.gov

Engineering & Planning Department

41 City Hall Place

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We will plant them at no charge May 21st(Saturday).

Total Price: 25 @ 169.00= \$4225.00

Your share of the Freight= 120.00

Topsoil needed to Plant= 350.00

Grand Total: \$4695.00"



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

### ADOPT-A-SPOT PROGRAM APPLICATION

Please print your name or group name as you would like it to appear on the Adopt-A-Spot sign.  
Include website and or phone number if desired:

PHS National Honor Society

PHONE: (518) 569-1904 E-MAIL: gizzyspencer@gmail.com

**MAILING ADDRESS:**

Street or PO Box 17 West Court St.

City Plattsburgh State NY Zip 12901

Type of Adopter  Individual  Family  Non-profit  Civic Group  
 Business  Government  Other \_\_\_\_\_

Type of Adoption  Street or Avenue (Litter Control)  Green Spot  Trail Section

Please list specifically the area you or your group is interested in adopting. Enter the closest nearby street address or describe the intersection in detail, and describe the work you plan to do:

Inside Perimeter of the Oval

Approved by Plattsburgh City Council:  Yes  No – if no, state reason below

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

The section below is to be completed by City of Plattsburgh Employees:

Sign Posted (Note exact location and then provide signature)

Date / Time

**ADOPT-A-SPOT PROGRAM  
PARTICIPANT AGREEMENT**

**Statement of Volunteer Activity**

The City of Plattsburgh, NY, having offices at 41 City Hall Place, Plattsburgh, NY, herein after called "The City", and the Participant or organization, whose name and address is:

PHS - National Honor Society

herein after called "The Participant", hereby enter into this Agreement which provides that:

The Participant shall maintain  Street  Green Spot  Trail Section  
in the City described as follows:

The inside perimeter of the U.S. Oval

The Participant acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the City.
2. A City official shall conduct an initial safety briefing for the Participant as part of a general orientation and expectation over the area being maintained.
3. All persons associated with Participant shall wear approved safety vests provided by the City when working. Vests must be returned upon completion of work.
4. The Participant and its members understand completely that there is no provision or expectation, present or future, for the receipt of compensation from the City for their voluntary efforts.
5. The Participant should conduct its operations no less than once a month between April 15<sup>th</sup> and November 15<sup>th</sup>. Litter control should be conducted once per month, year round, as weather permits. The City may request more frequent maintenance, as needed.
6. The Participant shall call the City Public Works Office upon completion of each activity. The City's Public Works telephone number is 563-1120.
7. The Group will organize and conduct a safety briefing each day that work is done reviewing the safety checklist. Participants must sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The City will provide a representative to present the safety briefing for the first meeting and after that a designated person for the Group will conduct such for all those participating in the field activity. The briefings should be held on-site to ensure that all participants are in attendance.
8. The Participant will be responsible to organize and supervise all activities.
9. No work of any nature will be performed on the pavement, shoulders or on lanes of the traveled way. No participants vehicles may be parked on the travel lanes. The City will provide for disposal of collected waste from locations specified in the permit.
10. Hours of work will be between the hours of 8:00 AM and 5:00 PM.

11. No alcoholic beverages shall be allowed while volunteers are working at their spots.
12. Each individual participant shall sign and date the Adopt-A-Spot General Release, which shall be kept on file at the City of Plattsburgh, Public Works Director's Office for the duration of the Agreement.
13. The City will furnish and erect an Adopt-A-Spot sign within the area, at a specific location chosen by the City. The location will be visible for passersby to see.
14. If in the sole judgment of the City it is determined that the Participant is not meeting the terms and conditions of this Agreement, the City may terminate this Agreement.
15. The group/volunteer contact shall be required to seek permission from the Public Works Department before any site modifications occur. Such site modifications may include, but are not limited to, planting of new trees, litter control, weed abatement, installing new features, painting landscape structures, placing other monuments or constructing improvements on City trails. Plantings taller than 36" that will block visibility must be approved by the City Engineer. For questions regarding the above, contact the City Public Works Department at 563-1120 or the City Engineer at 563-7730.
16. The use of chemical fertilizers, herbicides or pesticides is prohibited. Organic gardening techniques are safer for volunteers and community members and are therefore recommended.
17. The City, in its sole discretion, reserves the right to cancel the Adopt-A-Spot program at any time and for any reason. In the event the program is terminated, Participant hereby waives any claims it may have against the City based on termination of the program.

In the event of an emergency, the City may contact:

Person Robert Spencer Phone (802) 734-0343, (518) 324-4857  
 Person Cynthia Spencer Phone (802) 734-2902

This Agreement shall be for a one year period commencing on:

April 14, ~~2015~~, 2016

Signed this 13 day of April, 2016

Gizella Spencer, PHS National Honor Society  
 Name of Participant/ Organization

\_\_\_\_\_  
 Signature of Participant / Organization Representative

\_\_\_\_\_  
 Participant/ Organization Representative (printed)

\_\_\_\_\_  
 Specific Named Participant's Supervisor

\_\_\_\_\_  
 City of Plattsburgh Representative Signature

\_\_\_\_\_  
 City of Plattsburgh Representative (printed)

**NOTE: Participants who are under 18 years of age must also have their parent/guardian's permission to enter into this agreement, and shall be duly noted at the bottom of this page if applicable.**

*Robert R. Pence*

\_\_\_\_\_  
Signature of Parent/Guardian (If applicable)

Participant / Organization Representative must check the box below and initial:

I have participated in the safety orientation and am ready to lead myself or my group safely in Adopt-A-Spot operations  Initial here \_\_\_\_\_

**ADOPT-A-SPOT PROGRAM  
INFORMED CONSENT, WAIVER AND RELEASE  
FOR VOLUNTEERS IN PLATTSBURGH**

1. I, the undersigned, desire to participate in the Plattsburgh Adopt-A-Spot Program (the "Program"). In consideration of acceptance, approval and participation in the Program, I hereby enter into this Informed Consent, Waiver and Release Agreement with Plattsburgh (hereinafter the "City").
2. I recognize that the Program will involve physical labor and carries a risk of personal injury and/or physical and emotional discomfort. I hereby acknowledge that I am free from any known health problems that could prevent me from participating in any of the activities associated with the Program. I further acknowledge and represent that I am sufficiently physically fit to participate in the activities of the Program.
3. I recognize that there are natural and man-made hazards, environmental conditions, diseases and other risks which, in combination with my actions, may cause injury to me. I hereby agree to assume all risks which may be associated with or may result from my participation in the Program, including, but not limited to, transportation to and from volunteer sites.
4. I recognize that if I am accepted for the Program, I will be considered a volunteer of the City of Plattsburgh and not an employee. I hereby agree to accept supervision as directed by the City and to perform my volunteer services to the best of my ability and in a professional manner. In the event of an injury, I hereby expressly consent to any emergency medical aid, anesthesia, and/or operation, if in the opinion of the attending physician; such treatment is reasonable and necessary.
5. I hereby waive and release any and all claims I have or may have in the future against the City, its officers, agents, employees, assigns, and sureties, for any liability, damage, claim, injury, loss, expense, attorney fees, or harm of any kind whatsoever arising out of my participation in the Program.
6. I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT I SIGN THE SAME OF MY OWN FREE WILL. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON ME HEIRS, REPRESENTATIVES AND ASSIGNS.

Name: Gizella Spencer

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

City Official: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: Participants who are under 18 years of age must also have their parent/guardian's permission to enter into this agreement, and shall be duly noted at the bottom of this page if applicable.**

Robert Spencer  
Signature of Parent/Guardian (If applicable)

ADOPT-A-SPOT  
Individual Volunteer  
General Release

EACH PERSON IN THE GROUP  
MUST SIGN ONE OF THESE FORMS

I, Gizella Spencer, volunteer in the City of Plattsburgh's Adopt-A-Spot Program, for good and valuable consideration given by the City of Plattsburgh, NY, receipt of which is hereby acknowledged, agree to release and hold the City of Plattsburgh, its officers, agents, and employees, harmless and free from liability for any personal injury or spot damage arising out of or in any way attributable to the City, its officers, agents and employees.

IN WITNESS WHEREOF, I have executed this release on this 22 day of

March, 2016  
Month Year

By: CYNTHIA SPENCER  
Print Name

[Signature]  
Signature

17 W Court St.  
Address

Plattsburgh NY  
12901

Phone Number: 518-409-7033

NOTE: Participants who are under 18 years of age must also have their parent/guardian's permission to enter into this agreement, and shall be duly noted at the bottom of this page if applicable.

[Signature]  
Signature of Parent/Guardian (if applicable)





**Plattsburgh Police Department**  
45 Pine Street  
**Plattsburgh, New York**

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

DESMOND J. RACICOT  
Chief of Police

June 6, 2016

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

Ladies and Gentlemen:

I respectfully request your approval to sign the attached contract between the Plattsburgh Police Department and Ronnie Santor for Zone 9 Police Academy to begin on August 15<sup>th</sup>, 2016. 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,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

## BASIC ACADEMY DIRECTOR AGREEMENT

THIS AGREEMENT is made this 1st day of July 2016 by and between THE CITY OF PLATTSBURGH, a municipal corporation with offices at 41 City Hall Place, Plattsburgh, New York and Ronnie L. Santor, whose address is 84 Salmon River Road, Plattsburgh, N.Y.

Whereas the facts and circumstances underlying this agreement are as follows:

1. The Basic Training Course (Academy) for police officers is a DCJS criteria from new recruits. The instruction, scheduling and implementation of these training sessions is pertinent to the day to day operation of the Zone Nine Police Academy.
2. The Academy Director will coordinate and implement these various programs to insure that Academy policies and procedures as well as State and Federal training requirements are met.
3. The Academy Director will maintain records of training, lesson plans, course schedules, rosters and various Department of Criminal Justice Services requirements offered at the Zone Nine Police Academy.
4. Ronnie Santor is retired from the New York State Park Police and is experienced in conducting police training courses. He has the credentials required to act as the Academy Director. (Master certified police instructor).
5. The purpose of this Agreement is to define the services that will be provided by Ronnie Santor and the compensation that will be paid him.

IN CONSIDERATION for the mutual exchange of promises, it is agreed as follows:

1. Ronnie Santor is an independent contractor and will NOT be considered an employee of the City of Plattsburgh Police Department, nor any other police or sheriff's department, while providing services under this agreement. No payroll taxes will be paid or deducted from his compensation, but the compensation paid will be reported to the IRS on a 1099 form.
2. Ronnie Santor will provide the following services in connection with coordination of various courses of instruction:
  1. Prepare the course curriculum, including topics to be covered, content and time as well as develop new courses and programs that increase the training of the Zone 9 Police Academy.
  2. Teach required topics and coordinate the schedules of any other instructors assigned to teach various topics.
  3. Monitor and record class attendance and performance during classroom sessions and maintain department training records.

3. For the above described services, the City of Plattsburgh will pay  
Ronnie Santor the lump sum of \$15,000.00.

Payable as follows:

\$3000 due on Sept. 1, 2016

\$3000 due on Nov. 1, 2016

\$3000 due on Jan. 1, 2017

\$3000 due on March 1, 2017

\$3000 due on May 1, 2017

CITY OF PLATTSBURGH

\_\_\_\_\_  
By: James Calnon  
Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
By: Desmond J. Racicot  
Chief of Police

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Ron Santor  
Academy Director

\_\_\_\_\_  
Date



**Agreement No. X200009**

**INTERGOVERNMENTAL  
MEMORANDUM OF AGREEMENT**

**By and Between**

**NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

**Office of Fire Prevention and Control**

**and**

**PLATTSBURGH FIRE DEPARTMENT**

**for**

**TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT**

This Intergovernmental Memorandum of Agreement (Agreement) is entered by and between the State of New York **Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control** ("DHSES", "OFPC" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, Albany, New York 12226 and the **Plattsburgh Fire Department** ("Contractor" or "Participating Agency") with offices located 65 Cornelia Street, Plattsburgh, NY 12901. The foregoing DHSES and/or Participating Agency shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, on January 28, 2014, Governor Andrew Cuomo issued Executive Order 125 directing State agencies to conduct a review of safety procedures and emergency response preparedness related to the shipments of volatile crude from the Bakken Oil fields in North Dakota and other sources; and

**WHEREAS**, the State has formed the New York State Foam Task Force (Task Force), which is a state and local partnership, to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate equipment is available a strategic locations throughout the State based on risk;

**WHEREAS**, as a result of the review, DHSES has acquired a quantity of foam trailers, equipment and supplies, and pre-positioned such equipment at strategic locations with participating agencies that herein agree to support the efforts of the Task Force;

**WHEREAS**, this Agreement establishes the responsibilities, guidelines and procedures for the assignment, deployment and use of the equipment to the Participating Agency by DHSES;

**WHEREAS**, the Participating Agency acknowledges receipt of said equipment;

**NOW, THEREFORE**, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to Participating Agency to use the Equipment designated in Section 3, and the Parties agree to the terms and conditions as follows:



**1. PURPOSE**

DHSES is providing Class B foam trailers and equipment, further identified in Appendix B ("Equipment"), to participating agencies to receive, hold, maintain and use in order to pre-position the equipment for rapid response to incidents resulting in a spill or fire involving crude oil and other ignitable liquids, when activated by the State as a component of the New York State Foam Task Force.

The Equipment is being provided on a loan basis. Regardless of possession, title to all equipment identified in Appendix B shall remain with the State at all times. The State has the right to recall the Equipment at any time upon notification. As such, any permanent granting of the Equipment must be provided for in a separate written agreement signed by both Parties. The Parties understand and acknowledge that the Equipment issued under the terms and conditions of this Agreement is intended to enhance the ability of the Participating Agency and the State to assist in and support fire control and vapor suppression efforts at incidents involving crude oil and other ignitable liquids and is not intended to provide all the equipment appropriate and necessary to do so.

**2. APPENDIX A**

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

**3. DESCRIPTION OF EQUIPMENT**

DHSES agrees to provide to the Participating Agency on a temporary loan basis: foam trailers, equipment and supplies under the terms of this Agreement. All items, equipment and resources shall be collectively referred to herein as "Equipment." The specific Equipment loaned to the Participating Agency is specifically listed in Appendix B, which is hereby attached and incorporated into this Agreement.

**4. TERM AND TERMINATION OF AGREEMENT**

- 4.1 The Participating Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds ten thousand (\$10,000), it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the AG and OSC.
- 4.2 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate after twenty-four (24) months from the day therefrom, unless terminated earlier



pursuant to sections 4.3 – 4.5 below. This Agreement may be extended in writing for an additional two (2) year period upon mutual agreement between the Parties.

- 4.3 DHSES may terminate this Agreement immediately, upon written notice of termination to the Participating Agency, if the Participating Agency fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.
- 4.4 Either Party shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.
- 4.5 The Participating Agency may terminate this Agreement, upon written notice of termination to the State, if the Participating Agency is unable or unwilling to comply with the terms and conditions of the Agreement.
- 4.6 Upon termination of this agreement by either the State or Participating Party, the Participating Agency shall return all equipment, less ordinary wear and tear, to DHSES.

## **5. TERMS OF USE**

The Parties agree that the Participating Agency shall maintain possession of the Equipment provided the Participating Agency complies with the following conditions:

- 5.1 The Participating Agency understands and agrees that for incidents necessitating deployment of the Task Force time is of the essence and therefore it shall identify and assign personnel to deploy and operate as part of the Task Force, and will remain ready, willing and able to immediately deploy the equipment and personnel, as identified below, pursuant to activation by the State and shall immediately notify the State of the inability to respond to that request.
- 5.2 The Participating Agency agrees to make personnel available to participate in the initial and in-service training specified by New York State. The number of personnel trained shall be sufficient to provide for the response of 2 to 4 personnel with the Equipment when activated as part of the NYS Foam Task Force and deployed by the State. To the extent possible, scheduling of required training by OFPC will be undertaken to limit overtime for participating agency career staff and consistent with the availability of volunteer staffing. At a minimum the training shall include the following:
  - 5.2.1 Initial Training: Approximately 20 – 24 hours;
  - 5.2.2 Annual Refresher Training: Approximately 4 – 8 hours;
  - 5.2.3 Annual Drill or Exercise: Approximately 4 – 8 hours.



- 5.3 In addition to ensuring availability and participation in the annual refresher training provided by OFPC, Participating Agency agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events as requested by the State.
- 5.4 The Participating Agency shall ensure that there are two (2) to four (4) trained persons available at all times (24hours/7days) to respond with the pre-positioned foam trailer and equipment within 30 minutes or less; however, it is understood and agreed that, at no time, shall there be less than two (2) trained persons available to respond. The Participating Agency acknowledges and agrees that it shall be responsible for all salaries, costs and fees associated with response or activities requested by OFPC and/or the New York State Foam Task Force.
- 5.5 Participating Agency agrees to be responsible to provide and make available or provide for the following:
- 5.5.1 All personal protective equipment (PPE) appropriate and necessary for its personnel to respond with and operate as part of the NYS Foam Task Force, including but not limited to structural firefighting turnout gear.
- 5.5.2 The 1.75" and 2.5" hose required for the appliances and foam attack lines associated with each trailer (estimated 200 feet of each type).
- 5.5.3 Participating Agency shall provide, and Participating Agency personnel shall retain the insurance coverage and protection provided by the Participating Agency for its personnel including but not limited to, the provisions established by General Municipal Law 207-a or the Volunteer Firefighter's Benefit Law.
- 5.5.4 A vehicle suitable for towing the assigned foam trailer during a response and approved by OFPC in advance.
- 5.5.5 Maintaining the Equipment covered under this Agreement in a state of readiness for use and response at all times (24 hours/7 days).
- 5.5.6 Immediate notification to the State of any condition or issue necessitating placing the Equipment out of service or of any condition or circumstance which prevents the Participating Agency from responding with the Equipment.
- 5.5.7 Comply with procedures and guidelines, established by DHSES, for the activation, deployment, and operations of the Task Force.
- 5.6 The Parties agree that the trailer may be used by the Participating Agency, as needed, for any local response under the following conditions:



- 5.6.1 The Participating Agency must notify OFPC of all local responses undertaken within twenty-four (24) hours of the commencement of activity.
- 5.6.2 The Participating Agency agrees to replace any foam concentrate or supplies used in local response, as specified by OFPC.
- 5.6.3 The Participating Agency agrees to repair any damage or wear to the trailer or equipment associated with or required after local use.
- 5.6.4 The Participating Agency shall assume all liability associated with operation or use of any loaned equipment during any local response.
- 5.7 The Participating Agency shall ensure that all intended users and operators of the Equipment successfully complete the training specified and provided by the State for that purpose.
- 5.8 The Participating Agency understands and agrees to be solely responsible to understand any and all safety or security issues surrounding the use of the Equipment and accommodate its use according to its capabilities and limitations.
- 5.9 The Participating Agency understands and agrees that, on occasion, the State will perform inventory and maintenance, routine and emergency, to the Equipment, which may be conducted with advance notice or no notice at all. The Participating Agency agrees that it shall provide DHSES, OFPC and its vendors and subcontractors with reasonable time and opportunity to properly maintain the Equipment in accordance with the manufacturer's recommendations and all applicable laws and regulations.
  - 5.9.1 Additionally, the Participating Agency shall be prepared for use of alternative Equipment during planned and unplanned out servicing. Furthermore, it is hereby understood that the State has no obligation to provide alternate equipment to be available for local responses when Equipment is removed from service for maintenance or repairs, although it reserves the right to provide alternate equipment to maintain NYS Foam Task Force operational capabilities if resources are available to do so.
- 5.10 The Participating Agency understands and agrees that the State may take back the Equipment at any time for any reason or may redeploy the Equipment if it is determined to be needed in another area as directed by DHSES. Upon notification by the state the Participating Agency must make the Equipment immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the Participating Agency Point of Contact.
- 5.11 The Participating Agency agrees that DHSES reserves the right to take back the Equipment in the event of a breach of this Agreement, if the Equipment is not being used to its full potential, is being misused or has been returned for reissuance by DHSES. In the event of reissuance, the Participating Agency agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Equipment to DHSES.



- 5.12 The Parties acknowledge that sustaining the Equipment issued or issuing additional resources shall be contingent upon an evaluation of need by DHSES and be subject to the availability of funding. The Parties reserve the right to expand the scope of this Agreement or the type and amount of the pre-positioned Equipment provided, subject to available funding, as agreed to by both Parties, and addressed within an updated and amended agreement .
- 5.13 DHSES shall be responsible for the following:
- 5.13.1 Ordering, purchasing and accepting Equipment from the vendor;
  - 5.13.2 Conduct routine maintenance, repair and/or replacement of Equipment resulting from response activities pursuant to State activations. Participating Agency shall be responsible for costs relating to maintenance and repair required resulting from local deployment;
  - 5.13.3 Testing and recertification of the Equipment provided, as required;
  - 5.13.4 Replacement of foam supplies utilized during State specified training or deployment of the Foam Task Force [as directed by the State];
  - 5.13.5 Reimbursement of costs incurred directly by the Participating Agency as the employer, with the exception of those costs that would otherwise have been incurred by the Participating Agency (such as deployment within the jurisdiction of the Participating Agency), for the cost of backfilling to provide shift coverage, including overtime, for personnel responding pursuant to activation by the State. The reimbursement shall not exceed costs for four (4) persons, except as approved by the State Fire Administrator;
  - 5.13.6 Providing the initial training and annual refresher training required for the use of the Equipment. Consideration will be given to reimburse backfill costs associated with participation of Participating Agency's personnel in training, drills and exercises, subject to the availability of funds.
  - 5.13.7 Organizing drills and exercises.
  - 5.13.8 Activation, deployment, management and operations of the New York State Foam Task Force.

## **6. LOAN OF RESOURCES**

- 6.1 The Equipment shall be loaned exclusively to the Participating Agency only for the purposes set forth in this Agreement. No other use of the equipment shall be authorized.
- 6.2 DHSES shall retain title to the Equipment loaned under this Agreement at all times.
- 6.3 The Participating Agency agrees that it has no claim in law or equity concerning the Equipment or associated training.



- 6.4 The Participating Agency agrees that it shall not sell, move or otherwise transfer the Equipment to any other party without the express written permission of DHSES.
- 6.5 In all instances, except where otherwise agreed to by DHSES, the Participating Agency is responsible for all costs associated with preparing, packing and transporting the equipment, including all applicable costs. Possession, but not title, of the equipment will pass from DHSES to the Participating Agency at the time of receipt of the equipment. All transportation to and from the site of the equipment and all associated costs will be covered exclusively by the Participating Agency. DHSES financial responsibility is limited to that identified in 5.13.

#### **7. COMPENSATION**

As compensation for loan of this equipment, the Participating Agency shall pay DHSES a one-time administrative fee of \$1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The Participating Agency is responsible for peripheral and maintenance costs of the Equipment as described in this Agreement.

#### **8. PARTICIPATING AGENCY POINT OF CONTACT**

The Participating Agency will designate its own member Point of Contact ("Participating Agency POC") for the purpose of arranging for and the installation, maintenance and return of the equipment to DHSES. The Participating Agency's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The Participating Agency Point of Contact shall be listed in Appendix B of this Agreement.

#### **9. DHSES POINT OF CONTACT**

State Fire Administrator  
New York State Office of Fire Prevention and Control  
NYS Division of Homeland Security and Emergency Services  
State Office Campus  
1220 Washington Ave, Building 7A  
Albany, NY 12242  
Office: 518-474-6746

#### **10. CONDITION AND MAINTENANCE OF EQUIPMENT**

- 10.1 DHSES will make its best effort to ensure that the Equipment loaned under this Agreement is furnished to the Participating Agency in a serviceable condition suitable for its intended use.

However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.



10.2 The Participating Agency shall be responsible to receive the Equipment and certify that the Participating Agency's orientation with the Equipment occurred. Additionally, the Participating Agency shall, as appropriate, 1) provide equipment inventory reports to DHSES upon request; 2) assist in resolving equipment related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

#### **11. EQUIPMENT SECURITY**

Upon acceptance of the Equipment, Participating Agency shall notify OFPC of the location where the equipment is to be stored and assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must be approved in advance by DHSES.

#### **12. NO THIRD-PARTY TRANSFERS**

This Agreement or the Equipment loaned hereunder shall not be transferred to any other party by the Participating Agency without the express written permission of DHSES.

#### **13. RETURN OF EQUIPMENT**

Upon expiration of the Agreement, the Participating Agency shall be responsible to return all Equipment to DHSES in the same condition as it was issued, less and except ordinary wear and tear caused by response activities pursuant to state activations. If the Equipment is not returned, or not returned in good working order and repair, the Participating Agency may be responsible to reimburse DHSES the replacement value or repair of the Equipment, which shall be determined by the estimated replacement value for each item of equipment listed in Appendix B.

#### **14. LIABILITY AND INSURANCE**

14.1 The Participating Agency shall indemnify and hold harmless the State of New York for any and all claims arising out of the local use of the Equipment, including but not limited to deployment, training, drills and exercises. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the Participating Agency or third parties.

14.2 In consideration of the Participating Agency's agreement to deploy and respond during a State activation of the Task Force, the State, subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act and Section 17 of the Public Officers Law, shall hold the Participating Agency harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent attributable to the acts and omissions of its officers or employees when acting within the course and scope of their employment.

14.3 Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the Participating Agency for any special, consequential, or punitive damages, or loss of profits or revenues, whether such



damages are alleged as a result of tort (including strict liability), Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. Participating Agency remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

14.4 Nothing contained herein is intended limit the rights and privileges afforded to either Party by operation of law.

14.5 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Participating Agency shall at all times remain an "independent Participating Agency" with respect to the efforts to be performed under this Agreement. DHSES shall not be responsible for any payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participating Agency is an independent Participating Agency.

14.6 Participating Agency shall carry general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 dollar in the aggregate. Such insurance shall remain in effect throughout the term of the Agreement.

14.6.1 The Participating Agency shall name the State of New York and DHSES as an "additional insured."

14.6.2 The Participating Agency shall provide certification of insurance to DHSES and must include: 1) the insurance policy number; 2) the name and address of the broker and title of authorized official of broker; and 3) the signature of the authorized official or broker.

14.6.3 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

## 15. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of New York.

## 16. NOTICES

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

## 17. AMENDMENTS



Homeland Security and Emergency Services

Fire Prevention and Control

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties:

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ON BEHALF OF PARTICIPATING AGENCY:

Signed, [Signature]
Name: Scott Lawliss
Title: Fire Chief

ON BEHALF OF DHSES:

Signed, \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_

Participating Agency Acknowledgement for Agreement No. X200009

State of New York )
County of Clinton ) ss.

On this 19th day of April 2016, before me personally came Scott Lawliss to me known, who, being by me duly sworn, did depose and say that she/he resides in Plattsburgh, NY, that she/he is the Fire Chief of the municipal fire department described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

[Signature]
(Signature and office of the person taking acknowledgement)

KATHLEEN M. LEAVINE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE6078831
QUALIFIED IN CLINTON COUNTY
MY COMMISSION EXPIRES AUGUST 12, 2018



**APPENDIX A**

**Standard Clauses for All New York State Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race,



creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The



Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;



(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.



In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: mwbecertification@esd.ny.gov  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining



contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.



**Homeland Security  
and Emergency Services**

**Fire Prevention  
and Control**

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.



APPENDIX B

Equipment Inventory and Participating Agency Point of Contact

<u>Quantity</u>	<u>Item</u>	<u>Estimated Replacement Value</u>
1	Dual Tote Chariot II Foam Trailer, 330 gal totes Including: 1 TFT Blitzfire Portable Monitor with Foam Shaper 1 350 gpm in-line eductor 1 125 gpm 1.5" nozzle 1 95 gpm in-line eductor 1 National Foam Gladiator Tri-Flow Foam Nozzle 1 23 gpm Foam Transfer Pump Kit Misc. Fittings and Adapters	\$39,840.01 \$543.50
1	Radio Controlled Monitor (RF) upgrade	\$8,895.00
1	National Foam Universal Gold 1x3, 660 gallons	\$28,115.74
	TOTAL	\$77,394.25

Participating Agency Point of Contact

Organization: Plattsburgh Fire Department  
Name: ~~Randal Stone~~ Scott Lawless  
Title: Chief  
Address: 65 Cornelia Street, Plattsburgh, NY 12901  
Phone: (518) 561-3780  
Email: ~~stone~~@cityofplattsburgh-ny.gov  
Lawless



# Plattsburgh, New York

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

June 8, 2016

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

Dear Mayor & Common Council:

**Ref: Request for Refund for  
Building Permit Application Fee**

Dear Mayor Calnon and Common Council:

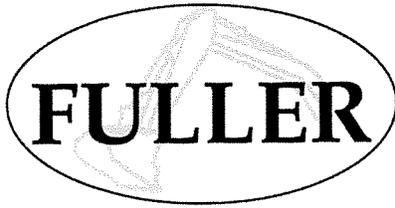
It is respectfully requested that Dennis Taylor be refunded the fee of \$50.00 for Building Permit Application #1733 for 4801 U.S. Avenue. This permit was applied for on June 2, 2016 but has since decided not to pursue this project.

Sincerely,

Joseph McMahon  
Building Inspector

/dn

CC: City Clerk



**Steven E. Fuller Excavating, Inc.**

8 Chesterfield Street  
P.O. Box 386  
Keeseville, NY 12944

*The Complete Package*

June 13<sup>th</sup>, 2016

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

Dear Mr. Calnon & Members of the Common Council:

This letter is to request that Steve Fuller Excavating be permitted to close Rugar Street, between Broad Street and Sanborn Avenue, for removal and replacement of existing high temperature hot water and potable water utility mains.

We have attached a copy of the contract document site plan prepared by RMF Engineering, on behalf of the State University Construction Fund, as well as the proposed traffic control plan, which is similar to the road closure utilized for previous construction projects in this area. Due to the nature of this project, Fuller Excavating has also included additional public safety measures per the MUTCD in the form of type 3 barricades and concrete jersey barriers.

This project would begin immediately following the July 4<sup>th</sup> Holiday and be completed on or before August 19<sup>th</sup>, 2016.

The anticipated road closure is requested for approximately 3 weeks beginning July 11<sup>th</sup>, and ending July 29<sup>th</sup>. This closure is being requested due to the overall depth of excavation, as well as the extended period of time the excavation would need to remain open to perform necessary abatement, HTHW installation/testing, and water main installation. Should the site conditions/scheduling allow for an expedited opening, Fuller Excavating would re-open Rugar Street to public travel immediately following the replacement of the asphalt pavement in this area.

Standard MUTCD Traffic control measures would be used as necessary for the balance of the construction prior to, and following the requested shut down.

A street opening permit has been applied for at the building inspector's office, including the \$200.00 permit fee. A copy of our submission is attached for your review.

Sincerely,

Kyle Koss  
Project Manager



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*City of Plattsburgh, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*41 City Hall Place, Plattsburgh, NY 12901

**W I T N E S S E T H**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \*8/16/2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \*1/1/2016 and ends \*12/31/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

**\* City of Pattsburgh**  
 \_\_\_\_\_  
 Name of End User (*local government, agency, or non-profit corporation*)

**\* 41 City Hall Place**  
 \_\_\_\_\_  
 Mailing Address

<b>* Plattsburgh</b>	NY	12901
City	State	ZIP Code

**\*By:** \_\_\_\_\_  
 Signature of chief elected or appointed official

**\* James Calnon, Mayor**      **6/16/2016**  
 \_\_\_\_\_  
 Typed Name & Title of Signatory      Date

**Houston-Galveston Area Council**  
 3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
 Executive Director

Attest: \_\_\_\_\_  
 Manager

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

*\*Denotes required fields*

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: City of Plattsburgh County Name: Clinton  
*(Municipality/County/District/etc.)*  
Mailing Address: 6 Miller Street Plattsburgh NY 12901  
*(Street Address/P.O. Box) (City) (State) (ZIP Code)*  
Main Telephone Number: (518) 563-7704 FAX Number: (518) 563-1714  
Physical Address: 41 City Hall Place Plattsburgh NY 12901  
*(Street Address, if different from mailing address) (City) (State) (ZIP Code)*  
Web Site Address: www.cityofplattsburgh-ny.gov

Official Contact: Scott Lawliss  
*(Point of Contact for HGACBuy Interlocal Contract)*  
Mailing Address: 65 Cornelia Street  
*(Street Address/P.O. Box)*  
Plattsburgh NY 12901  
*(City) (State) (ZIP Code)*

Title: Fire Chief  
Ph No.: (518) 536 - 7420  
Fx No.: (518) 561 - 8236  
E-Mail Address: lawliss@cityofplattsburgh-ny.gov

Authorized Official: James Calnon  
*(Mayor/City Manager/Executive Director/etc.)*  
Mailing Address: 41 City Hall Place  
*(Street Address/O.O. Box)*  
Plattsburgh NY 12901  
*(City) (State) (ZIP Code)*

Title: Mayor  
Ph No.: (518) 563 - 7701  
Fx No.: (518) 561 - 7367  
E-Mail Address: calnonj@cityofplattsburgh-ny.gov

Official Contact: \_\_\_\_\_  
*(Purchasing Agent/Auditor etc.)*  
Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Fx No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
*(Public Works Director/Police Chief etc.)*  
Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Fx No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
*(EMS Director/Fire Chief etc.)*  
Mailing Address: \_\_\_\_\_  
*(Street Address/O.O. Box)*  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Title: \_\_\_\_\_  
Ph No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Fx No.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

\* denotes required fields



North Country Food Co-op  
25 Bridge Street  
Plattsburgh, NY 12901

May 22, 2016

Paul DeDominicas  
Director of Community Development  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901

Re: North Country Food Co-op's Façade Abatement and Walk In Cooler Portion of CFA Project

Dear Paul:

North Country Food Co-op (NCFC) has received bids for two portions of our current CFA renovation project: (1) two bids were obtained to carry out hazmat abatement on NCFC's building façade; (2) one bid was obtained to install a new walk-in cooler room within NCFC's building after several attempts were made to obtain multiple bids.

NCFC has reviewed each received bid and approves moving forward with NRC to carry out our building façade hazmat abatement and J Hogan Refrigeration and Mechanical to carry out construction of our new walk-in cooler room. All bids received are enclosed with this letter along with tabulations of bids for each portion of the project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeremiah Ward".

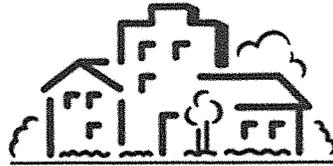
Jeremiah Ward  
Project Manager  
North Country Food Co-op

**Bid Tabulation, NCFC Walk-in Cooler Bid**  
**Bids due 10:00 am May 25, 2016 Re-bid due June 13, 2016**  
**Contracts: BASE BIDS for Walk in Cooler**

Bidder	Base bid	3/4" Plywd Floor	BID BOND	Insurance	MWBE AFFIDAVIT	MWBE PARTICIP.	EEO	Affidavit
BID								
J.Hogan Refrigeration	\$56,393.00	No Bid	yes	yes	no	no	no	yes
No other bids were received								
JUNE 13, 2016								
J. Hogan Refrigeration	\$54,990	No bid	yes	yes	yes	yes	yes	yes
								Complete bid

Bids tabulated June 13, 2016 by Fred Keil, Architect





## **PLATTSBURGH HOUSING AUTHORITY**

4817 S. Catherine Street • Plattsburgh • NY • 12901-3778 • 518-561-0720 • fax: 518-561-1769 • www.phaplattsburgh.com

### **City of Plattsburgh-PHA CDBG grant application for Lakeview Towers elevator modernization Summary**

Lakeview Towers is a 9 story, 95-unit senior designated high rise in the Plattsburgh Housing Authority that was built in 1970. There are two elevators in the building that are original and have had little upgrading over the past 46 years. The building is also a nutrition site for the Clinton County Nutrition Program and provides lunch meals to between 25 and 60 individuals daily, depending on the meal and corresponding event.

The current elevator system is in need of a complete modernization. In just the past 6 months there have been 45 total visits by our contracted elevator service company, with 21 of the visits directly related to service and maintenance. On multiple occasions in the past 6 months residents stuck inside the elevator car, the car was stuck between floors and not accessible for use, and the intercom needed repair.

We have recently had an estimate of \$504,500 for the modernization that will include:

New Drive System, New Control System, New Controller, New Power Converter, New Motor, New Governor, New Rope Gripper, New Automatic Self-Leveling, New Special Emergency Service, New Remote Elevator Monitoring Maintenance, New Automatic Standby Power Operation, New Closed Loop Door Operator, New Interlocks, New 3D Door-Protection Device, New Car Doors, Tracks and Hangers, New Hoistway Doors, Tracks and Hangers, New Hoistway Door Restrictors, New Hoistway Operating Devices, New Car Guides, New Counterweight Guides, New Car Interior, New Load-Weighing Device, New Pit Switch, New Applied Car Operating Panel, New Emergency Car Lighting, New Car Position Indicator, New Audible Signal (Indicating Passing or Stopping at a Landing), New Audible Voice Signal, New "In-Car" Direction Lanterns, New Hall Buttons, New Hall Position Indicator, and a New Combination Hall Lantern/Position Indicator (34 upgrades)

The PHA is proposing the City of Plattsburgh submit a CFA for 2016 CDBG Public Facilities. The maximum grant award is \$300,000 and the PHA is willing to fund the difference, \$204,500 to complete the project. The project would ensure that both elevators are ADA, ASME/ANSI, and NYS in all facets. Furthermore, the project would have an estimated energy consumption saving of 54%.



**Plattsburgh Police Department**  
45 Pine Street  
**Plattsburgh, New York**

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

DESMOND J. RACICOT  
Chief of Police

June 1, 2016

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

Ladies and Gentlemen:

I respectfully request your approval to send a Police Department Employee to Tilton, NH for "General Latent Print & Evidence Processing Class", from 06/27/2016 to 06/30/2016. The total cost will not exceed \$1,083.07 and will be expensed out of the Asset Forfeiture fund. 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,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls



**Plattsburgh Police Department**  
45 Pine Street  
**Plattsburgh, New York**

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

DESMOND J. RACICOT  
Chief of Police

June 3, 2016

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

Ladies and Gentlemen:

I respectfully request your approval to send two Police Department Employee's to Yorkshire, NY for "Two Day Interview and Interrogation Course Including Miranda", from 08/14/2016 to 08/17/2016. The total cost will not exceed \$783.03 and will be expensed out of the Asset Forfeiture fund. 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,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

City of Plattsburgh  
Weekly Expenditure Analysis - Large Dollar Items  
Week of 6/17/2016

City:	Payee	Description	Amount
	NYS Municipal Workers' Comp	NYS workers' comp premium 3rd qtr. 2016 - all depts.	115,504.71
	ProAct, Inc.	Prescription health care cost May 16 to 30th, 2016 - all departments	73,482.78
	City Chamberlain - T&A Acct.	Transfer wire payment - weekly Blue Shield & monthly CanaRx cost	23,823.48
	Drummac Septic Service	29 loads of sludge hauled to Franklin County landfill & Grasslands - WPCP - May 2016	12,038.90
	City Chamberlain - Soc Sec Acct.	Transfer to deposit FICA/Medicare Payroll withholding	10,733.79
	Thatcher Company of New York	4,310.9 gallons 30% Sodium Thiosulfate solution purification - WPCP - May 2016	9,527.00
	Goldberger & Kremer	Labor matters service plus health care litigation - Corp Counsel - May 2016	8,585.60
	Graymont Materials Inc.	Concrete and asphalt for road maintenance - DWP - April/May 2016	8,521.90
	Law Offices of Dean C. Schneller	Corporate Counsel services all City Depts. net of payroll - Apr 27, 2015 to May 26, 2016	6,838.00
	Verizon Wireless	Mobile phone billing monthly charges - April 2016 - all departments	4,161.70
	Surpass Chemical Co.	4,980 gal 15% Surchlor Bulk for purification - WPCP - May 2016	4,053.72
	North Country Cleaners	Janitorial service for buildings - Police & City Hall - May 2016	3,909.37
	Northern Snow & Dirt	Curb replacement at 141 Maryland Road - DPW - June 2016	3,200.00
	Matt Bell	Petty Cash Reimbursement - Police Dept. - January/June 2016	2,750.00
	Slack Chemical Co.	6.6376 dry tons liquid alum 48.5% solution for aeration - WPCP - May 2016	2,651.32
	Highway Products Inc.	Truck parts for outfitting a pick-up - DPW - May 2016 - 1/3, 1/3, 1/3	2,549.00
	NYS Electric & Gas	Electric & Natural Gas -Gym, Compost Plant, Pump Stns, Police Range, Library - May 2016	2,292.58
	Cyncon Equipment Inc.	Street vacuum replacement parts - DPW - April/May 2016 - 1/3, 1/3, 1/3	2,195.00
	Curtis Lumber	Building materials for shooting range & beach facilities - Police & Rec Complex - May 2016	2,193.82
	MX Fuels & Propane/Vaincourt Fuels Div.	1,097.70 gallons of gasoline - Police - May 2016	2,152.81
	Weststaff	Temporary Typist for permanent clerical absences - Finance - June 2016	1,995.10
	Lowes Companies Inc.	Building/repair materials for recreation sites - Rec Complex - May 2016	1,906.63
	Environmental Express	2,000 ProWeigh filters for laboratory testing - WPCP - May 2016	1,614.62
	A. H. Harris & Sons	Materials & supplies purchases street /sidewalk work - DPW - April/May 2016	1,506.89
	KCB Inc.	Vehicle tire repairs - DPW & PCP - May 2016	1,497.92
	Lozman's	T-shirts summer help & sports programs - DPW & Rec Complex - May/June 2016	1,235.00
	Complus Data Innovations, Inc	Parking Ticket collection fee per contract - Police - May 2016	1,070.19
	Taylor Rental Center	Tools, supplies, clothing, yard items - DPW - April/May 2016 1/3, 1/3, 1/3	1,037.10
	Others - 124 total others	Various	<u>21,494.01</u>
		Total City	<u>334,522.94</u>
MLD:			
	New York Power Authority	Electricity purchased for resale for May 2016	376,407.59
	NYS Municipal Workers' Comp	NYS workers' comp premium 3rd qtr. 2016	11,075.79
	ProAct, Inc.	Prescription health care cost May 16 to 30th, 2016	10,931.67
	Woltner-Summit Contracting LLC	IEEP insulation costs program - 4 Cedar Lane & 4 Johnson Ave. - June 2016	7,574.55
	Refunds (21)	Refund customers deposits & credit balances - June 2016	4,096.13
	City Chamberlain - T&A Acct.	Transfer wire payment - weekly Blue Shield & monthly CanaRx cost	3,544.10
	City Chamberlain - Soc Sec Acct.	Transfer to deposit FICA Payroll W/H	3,205.12
	WESCO Dist. Inc.	Tools, Parts and Supplies - May/June 2016	2,175.44
	Verizon	Substation Safety Lines, wireless and cell phone charges - May 2016	1,613.24
	Kerr's Welding Inc.	40 ton crane rental & operator for pad mount transformers - May 2016	1,440.00
	Others - 13 others	Various	<u>2,827.86</u>
		Total MLD	<u>424,891.49</u>
Specials:			
	Special Revenue	Saratoga Assoc. community vision project - grant disbursement	<u>24,901.51</u>
		Total Specials	<u>24,901.51</u>
	Gross Total		\$ 784,315.94
	Less: Inter-Fund Transactions		<u>376,407.59</u>
	Total Net Expenditures		<u>\$ 407,908.35</u>
Payroll:			
	Total Payroll Headcount	Pay Period	Year to Date
		215	320
	Base Hourly & Salary	155,894.03	\$ 5,204,923.70
	Overtime, Standby & Shift Differentials	14,466.80 9.28%	392,827.18 7.55%
	Vacation, Holiday, Pers. & Accum. Leave	(YTD Welch \$7.9k, Lucas \$8.1k, \$4.1k Brown, \$11.6k Martin \$3.9k Edwards, \$3.6k Robinson, Stone \$33.5k, Riley \$9.6k) 13,937.07 8.94%	822,589.25 15.80%
	Sick, Bereavement Leave	5,680.09 3.64%	184,901.79 3.55%
	Longevity - AFSCME weekly \$2.3k	( YTD Mgt. \$58.7k, Stone \$14.8k) 1,910.05 1.23%	122,944.65 2.36%
	Higher Class Pay	19.20 0.01%	16,794.07 0.32%
	Sick Leave Buyout		-
	Health Insurance Buyout		24,625.00 0.47%
	Clothing/Uniform Allow - PD, MLD	YTD Police clothing allowance - 1st half!	25,337.50
	College Degree Allowances		-
	Severance - sick leave time	(YTD Welch \$40k, Lucas \$19.5k, \$14 Brown, Martin \$41.4k, Stone \$59.2k, Riley \$36.8k)	197,636.53 3.80%
	Retroactive Pay	(YTD Library contract)	6,089.93 0.12%
	Grand Total	\$ 191,907.24	\$ 6,998,669.60
	Overtime, Standby & Shift Diff	Fire \$ - 0.00%	\$ 137,225.80 34.93%
		Police 5,040.90 34.84%	88,719.18 22.58%
		DPW 1,545.37 10.68%	57,230.37 14.57%
		MLD 5,490.13 37.95%	57,514.36 14.64%
		WPCP 1,576.37 10.90%	31,102.53 7.92%
		Other City Depts. 576.12 3.98%	18,690.59 4.76%
		Library 237.91 1.64%	2,344.35 0.60%
	Overtime, Standby & Shift Diff - by depart.	\$ 14,466.80	\$ 392,827.18

**City of Plattsburgh**  
**Overtime, Standby & Shift Differential Analysis - 2016 Budget vs. Actual**  
**Payroll Period Ended 6/17/2016**  
**(in dollars)**

Department	Budget	YTD Budget	YTD Actual	YTD Variance
Fire	161,301.06	74,518.07	137,225.80	(62,707.73)
Police	233,600.00	107,918.83	88,719.18	19,199.65
DPW	212,623.00	98,227.85	57,230.37	40,997.48
MLD	185,600.00	85,743.73	57,514.36	28,229.37
WPCP	84,830.00	39,189.87	31,102.53	8,087.34
Other City	35,400.00	16,354.14	18,690.59	(2,336.45)
Library	<u>7,500.00</u>	<u>3,464.86</u>	<u>2,344.35</u>	<u>1,120.51</u>
Total	<u><u>920,854.06</u></u>	<u><u>425,417.35</u></u>	<u><u>392,827.18</u></u>	<u><u>32,590.17</u></u>