

BLITTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 05/10/2020 00:00 TO 05/17/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
AIDED MEDICAL	0	0	1	0	0	0	0	1	1	1	0	1	0	5
ALARM	0	0	1	0	0	2	2	0	1	1	0	0	1	8
ANIMAL DOMESTIC	0	0	0	1	0	0	2	0	1	1	1	0	0	6
ANIMAL WILD	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	1	1	2
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	1	0	0	3	0	4
CRIMINAL MISCHIEF	0	0	0	0	0	0	0	1	1	0	0	0	0	2
DEATH INVEST	0	0	1	0	0	0	0	0	0	0	0	0	1	2
DISORDERLY PERSONS	0	1	1	0	0	0	0	0	1	0	1	0	0	4
DOMESTIC	0	2	0	0	1	2	3	4	0	0	2	0	3	17
DOOR UNLOCKING	0	0	0	0	0	0	0	0	1	0	1	0	0	2
DRUG INVESTIGATION	0	1	0	0	0	0	0	0	1	0	0	2	0	4
EMOTIONALLY DISTURBD PERSN	0	0	0	0	1	0	0	0	0	0	2	1	0	4
FOOT PATROL	0	7	5	2	0	0	0	1	0	1	0	1	3	20
HARASSMENT	0	0	0	0	0	0	0	1	2	2	1	1	2	9
INSECURE PROPERTY	0	0	3	1	0	0	0	0	0	0	0	0	0	4
JUVENILE	0	0	0	0	0	0	1	0	0	3	1	0	0	5
LARCENY	0	0	1	0	0	0	0	1	0	0	0	1	0	3
LOST AND FOUND	0	0	0	0	0	0	0	0	0	1	0	1	0	2
M/V ACCIDENT	0	0	0	0	1	1	1	3	2	0	0	0	0	8
M/V OFFENSE	0	1	0	0	0	0	0	0	0	0	0	2	0	3
MEDIATION-NO OFFENSE	0	0	0	0	0	0	0	0	1	0	0	0	0	1
MISC CALLS	0	0	1	0	1	0	1	4	2	4	1	2	0	16
MISC OFFENSES	0	0	1	0	0	0	0	0	1	0	0	0	0	2
NEIGHBOR CRISIS	0	0	0	0	0	0	1	1	1	0	1	1	0	5
NOISE VIOLATION	0	2	4	0	0	0	0	2	2	2	1	5	8	26
OUTSIDE AGENCY ASSIST	0	0	0	1	0	0	0	0	0	0	0	0	0	1
PAROLE NOTIFICATION	0	0	0	0	0	2	0	1	0	0	0	0	0	3

BLOTTER ACTIVITY REPORT

By Time of Day

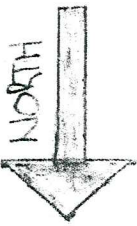
FOR DATE RANGE OF 01/01/2020 00:00 TO 05/17/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTAL
ABANDONED 911	0	6	5	0	2	4	3	2	7	1	4	7	2	43
ABC VIOLATIONS	0	12	0	0	0	0	0	1	0	0	1	2	2	18
ABSCONDED	0	1	1	0	0	0	1	0	1	1	0	0	2	7
ADMINISTRATIVE	0	3	2	2	0	2	1	2	0	2	2	3	3	22
AIDED MEDICAL	0	10	7	4	3	2	9	9	11	12	14	12	6	99
ALARM	0	6	14	6	10	15	12	8	10	5	7	5	6	104
ANIMAL DOMESTIC	0	2	3	3	1	4	9	10	6	5	9	7	5	64
ANIMAL WILD	0	0	0	0	0	0	2	3	0	0	1	0	0	6
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	1	4	0	4	0	1	1	0	3	1	4	1	20
BEAT MONITORING	0	21	10	0	0	0	0	0	0	0	1	0	0	32
BKGRND INVST CIVILIAN	0	0	0	6	27	75	54	31	8	1	0	0	0	202
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	1	0	1	0	0	3	3	1	4	0	13
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	1	3	0	4
CITY CODE VIOLATION	0	1	0	1	0	2	1	1	8	4	6	3	0	27
CRIMINAL MISCHIEF	0	1	0	1	2	7	3	4	8	7	6	3	0	42
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	1	1	2	2	2	1	1	0	0	1	2	13
DISORDERLY PERSONS	0	11	8	3	1	3	9	6	10	12	12	1	7	83
DOG SEIZURE	0	0	0	0	0	0	0	3	1	1	0	0	0	5
DOMESTIC	0	13	6	6	3	7	13	12	12	16	26	19	22	155
DOOR UNLOCKING	0	0	1	1	6	5	17	13	13	15	11	3	5	90
DRUG INVESTIGATION	0	2	1	2	2	10	6	12	19	7	6	7	4	78
DWI / IMPRD / DRUGS	0	0	2	0	1	0	0	0	0	0	0	2	4	9
EMOTIONALLY DISTURBD PERSON	0	4	4	3	3	7	6	8	6	12	13	7	14	87
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FINGERPRINTING	0	0	0	0	2	16	26	25	11	5	3	2	0	90

FIRE	0	0	1	1	0	0	0	1	0	0	1	0	2	0	0	2	0	0	2	1	8
FOOT PATROL	0	72	54	22	0	0	17	34	13	26	14	3	38	67	360						
FRAUD	0	0	0	0	0	0	1	1	3	1	1	2	2	0	11						
HARASSMENT	0	3	3	0	2	5	9	12	14	15	15	12	13	9	97						
INSECURE PROPERTY	0	14	17	2	0	3	11	3	10	3	2	5	10	80							
JUVENILE	0	1	1	0	1	8	8	9	9	8	4	2	3	54							
LARCENY	0	4	1	0	3	7	22	21	17	12	13	5	3	108							
LOST AND FOUND	0	3	7	2	4	12	9	12	15	15	5	2	3	89							
M/V ACCIDENT	0	1	2	0	8	19	25	44	61	34	19	8	5	226							
M/V OFFENSE	0	3	1	0	0	1	2	3	1	3	4	8	7	33							
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1							
MARIHUANA INVST	0	0	0	0	0	1	0	0	0	1	1	1	0	3							
MEDIATION-NO OFFENSE	0	0	1	0	1	0	5	4	3	0	0	1	0	15							
MISC CALLS	0	8	12	3	4	19	17	30	24	26	25	27	19	214							
MISC OFFENSES	0	3	1	0	0	7	6	2	5	7	2	2	1	36							
MISSING PERSON	0	0	0	0	3	1	1	1	0	1	1	0	1	9							
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2							
NEIGHBOR CRISIS	0	0	0	0	1	3	4	9	3	2	9	4	1	36							
NOISE VIOLATION	0	40	20	4	4	5	11	11	19	21	17	38	44	234							
OPEN CONTAINER	0	0	0	0	0	0	0	0	0	0	0	0	1	1							
OUTSIDE AGENCY ASSIST	0	1	1	1	0	3	1	2	4	3	4	0	3	23							
PARKING VIOLATIONS	0	7	1	1	1	2	5	11	9	2	3	2	0	44							
PAROLE NOTIFICATION	0	0	0	0	0	12	10	14	6	0	0	0	0	42							
PRISONER TRANSPORT	0	0	1	0	3	25	4	5	4	5	5	4	0	56							
PROPERTY RETRIEVAL	0	0	0	0	0	1	4	5	9	7	5	9	2	42							
REPOSESSION	0	0	0	0	0	0	0	0	0	1	0	0	0	1							
SAFE SCRIPTS PROGRAM	0	0	0	0	0	5	8	3	9	0	0	0	0	25							
SERVICES	0	4	3	3	3	31	13	17	15	9	2	6	4	110							
SEX CRIMES	0	0	0	0	0	2	5	6	4	5	4	1	1	28							
SEX OFFNDR REGISTRATION	0	0	0	0	1	30	20	6	9	2	1	0	0	69							
SICK LEAVE	0	1	7	12	9	3	9	10	30	17	5	3	8	114							
SUSPICIOUS ACTIVITY RPT	0	10	14	5	4	3	9	7	6	6	5	17	13	99							
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	1	1	4	0	7							

TRAFFIC STOP	0	58	37	10	0	8	28	15	26	23	28	118	118	469
TRESPASSING	0	4	8	1	3	1	8	6	8	5	10	2	9	65
WARRANT	0	3	1	1	0	2	1	3	3	5	1	5	0	25
WELFARE CHECK	0	16	6	1	3	15	35	36	24	24	35	30	17	242
Totals:	0	350	271	112	128	414	504	475	512	392	353	453	437	4401

ALEKA'S



ALEKA'S
103 MARGARET ST.
PLATTSBURGH, NY 12501

TABLES / CHAIRS

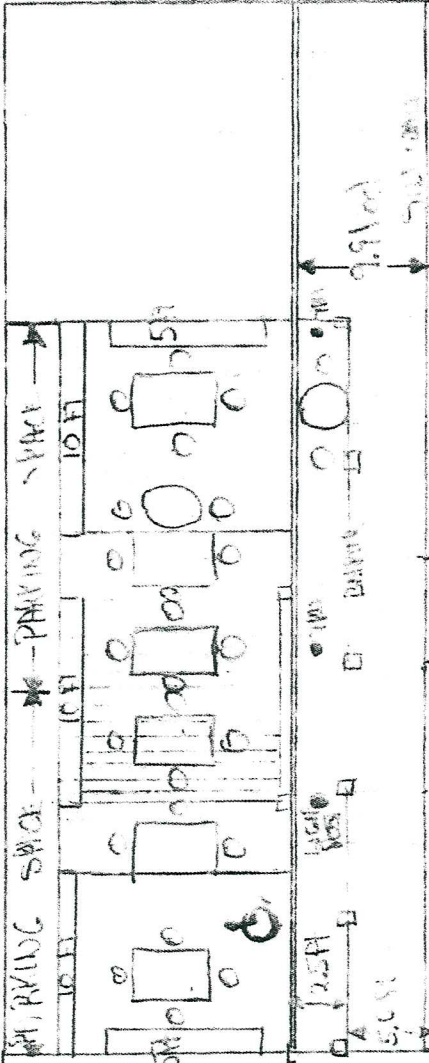
TABLE
38 x 72

TABLE
24 x 36

CHAIRS



MARGARET STREET



APPROXIMATE
PARKING FOR
103 ST

ALEKA'S
RESTAURANT

MUNICIPAL
PARKING LOT

EXIT
EXIT

VILLAGE
KENTON

CLINTON STREET

May 19/20

SIDEWALK CAFE PERMIT APPLICATION

AMMENDMENT:

TO WHOM IT MAY CONCERN I WOULD
LIKE TO AMMEND MY REQUEST
FROM 2 PARKING SPACES TO
3 PARKING SPACES TO PRACTICE
SAFE DISTANCING OF CUSTOMERS

PETER KRITZIOTIS

ALEKA'S
103 MARGARET ST.
PLATTSBURGH, NY 12901



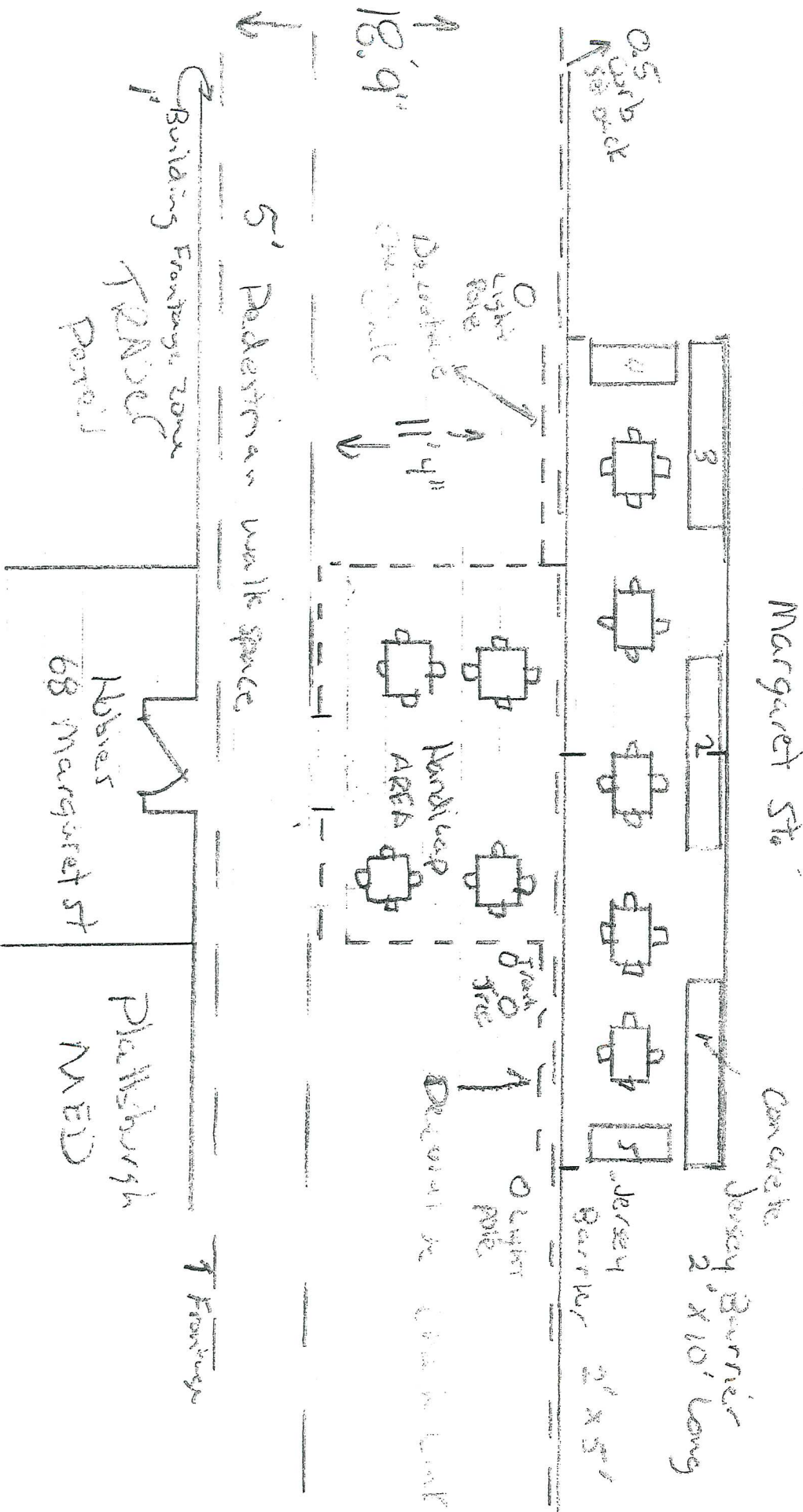
Brinterhoff

The curb side and Handicap area will be boxed in with decorative chain link and flower pot stanchions. It will be able to be taken down at night

4/8/20

1/1 = 2'

→ North

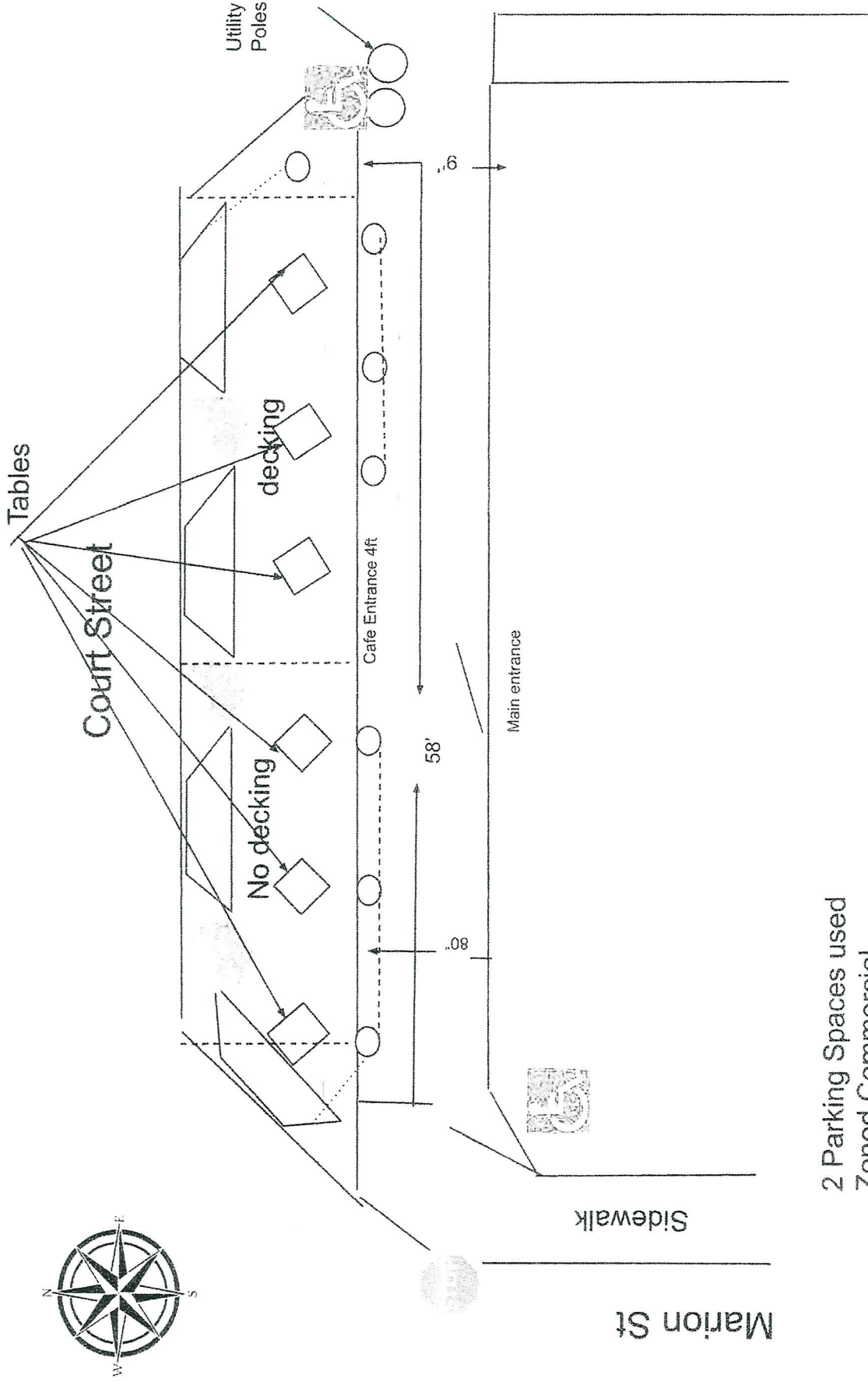


Hobbes
68 Margaret St

Plattsburgh
MED

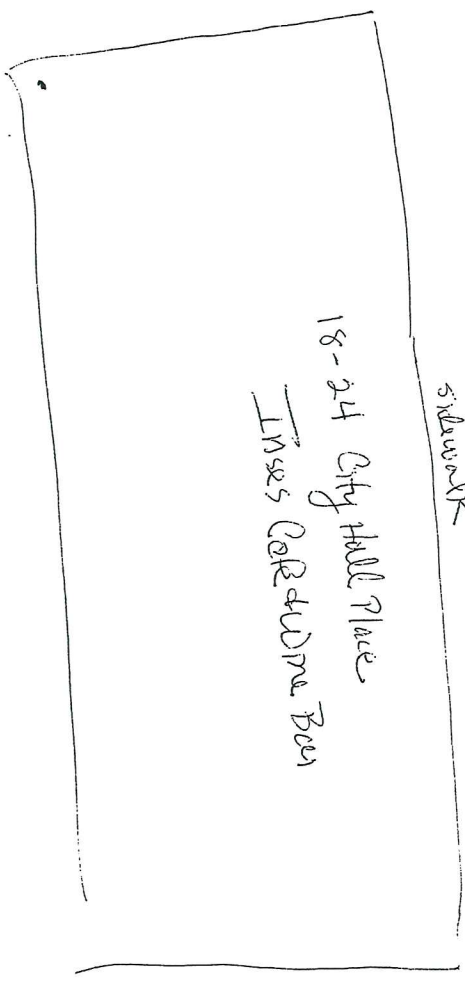
→ Frontage

Olive Ridleys 37 Court St Outdoor Cafe Seating 2020



2 Parking Spaces used
Zoned Commercial

JR102-



#4	#3	#2	#1
----	----	----	----

same
4 parking spaces

THE PEPPER




← City Hall Place →




Sidewalk


City Parking Lot

 Handicap Accessible Table (Plastic)


The Pepper

2 parking spaces #192

 4 Barriers @ 10'

 2 Barriers @ 5'

6 tables 30" x 28"

 Plastic Crowd Control Pits filled w/ Sand

PL



May 14, 2020

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212-1106-5000
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com

D +1 212 506 5211

F +1 212 506 5151

VIA E-MAIL (marksr@cityofplattsburgh-ny.gov)

Mr. Richard Marks
City Chamberlain
City of Plattsburgh
City Hall, 6 Miller Street
Plattsburgh, New York 12901



Re: City of Plattsburgh, Clinton County, New York
Acquisition of Land/Related Planning and Demolition/Construction of New Arnie
Pavone Memorial Parking Lot – Additional \$40,000 Bonds
Orrick File: 43851-2-11

Dear Richard:

In light of additional bonding authorization needed for this project, we have prepared and enclose herewith a draft form of bond resolution relating to the above matter for possible adoption by the Common Council.

If utilized, please see that this resolution is adopted by the affirmative vote of at least two thirds of the entire voting strength of the Common Council. After adoption, the summary Legal Notice of Estoppel of the resolution, a form of which is enclosed herewith for your convenience, should be published once in the official newspaper of the City, but not until we so advise.

When available kindly furnish us with a certified copy of the enclosed Resolution, together with an original printer's affidavit of publication of the Legal Notice of Estoppel thereof.

Please do not hesitate to call if you have any questions. With best wishes,

Very truly yours,

Douglas

Douglas E. Goodfriend

DEG/zmt
Enclosures
4139-8609-5652.02

cc: Mr. Noah Nadelson (nnadelson@munistat.com)

EXTRACT OF MINUTES

Meeting of the Common Council of
the City of Plattsburgh

May 21, 2020

ADDITIONAL MONEY BOND RESOLUTION

(ACQUISITION OF LAND AND CONST. OF PARKING LOT)

At a regular meeting of the Common Council of the City of Plattsburgh, Clinton County, New York, held at the City Hall, 6 Miller Street, in said City, on the 21st day of May, 2020, at ____:____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

Also present:

The following resolution was offered by Council member _____,
who moved its adoption, seconded by Council member _____, to-wit:

BOND RESOLUTION DATED MAY 21, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$40,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY PART OF THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND THE CONSTRUCTION THEREON OF THE ARNIE PAVONE MEMORIAL PARKING LOT, IN AND FOR SAID CITY.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide, will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize additional bonds for the financing thereof,
NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Plattsburgh, Clinton County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the acquisition of a parcel of land at 25 Margaret Street and the construction thereon of the Arnie Pavone Memorial Parking Lot, in and for the City of Plattsburgh, Clinton County, New York, together with incidental improvements (including demolition of existing building) and expenses in connection therewith (Project No. H5110.65), there are hereby authorized to be issued an additional \$40,000 bonds pursuant to the provisions of the Local Finance Law. Said specific object or purpose is hereby authorized at a revised maximum estimated cost of \$970,000.

Section 2. The plan for the financing of such \$970,000 maximum estimated cost is as follows:

- a) By the issuance of the \$930,000 bonds of said City heretofore authorized to be issued therefor pursuant to a bond resolution dated and duly adopted December 19, 2019; and
- b) By the issuance of the additional \$40,000 bonds of said City herein authorized.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 90, based upon subdivisions 12-a, 20(f) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first obligations issued therefore.

Section 4. The faith and credit of said City of Plattsburgh, Clinton County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Plattsburgh, Clinton County, New York, by the manual or facsimile signature of the City Chamberlain and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Chamberlain, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said City; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Chamberlain shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

Councilor _____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

LEGAL NOTICE OF ESTOPPEL

The bond resolution, summary of which is published herewith, has been adopted on May 21, 2020, and the validity of the obligations authorized by such Resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Plattsburgh, Clinton County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Plattsburgh, New York,

May _____, 2020.

City Clerk

BOND RESOLUTION DATED MAY 21, 2020.


A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$40,000 BONDS OF THE CITY OF PLATTSBURGH, CLINTON COUNTY, NEW YORK, TO PAY PART OF THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND THE CONSTRUCTION THEREON OF THE ARNIE PAVONE MEMORIAL PARKING LOT, IN AND FOR SAID CITY.

Specific object or purpose:	Acquisition of a parcel of land and construction thereon of the Arnie Pavone Memorial Parking Lot at 25 Margaret Street
Period of probable usefulness:	10 years
Revised maximum estimated cost:	\$970,000
Previously authorized obligations:	\$930,000
Additional amount of obligations to be issued pursuant to this resolution:	\$40,000 bonds
SEQRA status:	Type II Action



Richard A. Marks
City Chamberlain

Department of Finance
41 City Hall Place
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: May 18, 2020
MEMO TO: Mayor Read
FROM: Richard Marks 
RE: Budget Adjustment – General Fund

It is being requested to adjust the 2020 General Budget, as follows:

Increase: General Fund – CD-Economic Development Zone	16335000-4430	\$125,366.00
Increase: General Fund – DRI/Waterfront State Aid	00001330-3788	\$125,366.00

To provide for the unbudgeted cost in the 2020 General Fund budget related to Community Development for the finalization of the City's draft Local Waterfront Revitalization Plan (LWRP) and for updating the Comprehensive Plan and Zoning Ordinance as authorized by the Common Council in a resolution adopted on February 20th, 2020. The budget transfer will increase estimated revenues and appropriations for the General Fund budget equally and will not require the use of Unassigned Unappropriated Fund Balance from the General Fund. However, this increase in General appropriations will require the use of General Fund cash to be advanced to pay for the work to be completed by Saratoga Associates while the funding is applied for reimbursement to the City.

Thank you for your attention to this request.

Cc: Matt Miller
Shelise Marbut



Quote

Quote Number: 2541

Expiration Date: 06/07/2020

Quote Prepared For

Mr. Colin Read
City of Plattsburgh
 41 City Hall Place
 Plattsburgh, NY 12901
 United States
 Phone:518-563-7701
 mayor@cityofplattsburgh-ny.gov

Quote Prepared By

Vicki Marking
PrimeLink
 12A Booth Dr
 Plattsburgh, NY 12901
 United States
 Phone:518-324-4122
 Fax:518-324-4141
vmarking@primelink1.com

Item	Unit Price	Quantity	Extended Price
Monthly Items			
Dedicated Internet Access at 100/25 Mbps	\$79.95	1	\$79.95
*Broadband Maintenance Surcharge Exempt			
Community Donation	(\$79.95)	1	(\$79.95)

PrimeLink will supply necessary equipment to install and maintain wireless internet access with coverage as agreed upon in attached map.

This community service will be provided for at least 60 days from installation. The connection will be separate from the current fiber internet connections currently in place. This service is being provided free of charge by PrimeLink to the community.

The wireless equipment will be maintained until the end of the pandemic. At that time, equipment would be removed unless there is interest in keeping it, at which time a separate quote would be provided upon request.

The City of Plattsburgh agrees to allow PrimeLink to promote this project to local media outlets and through social media.

Monthly Subtotal **\$0.00**

Total **\$0.00**

Terms of Service: Subject to Terms of Service and Acceptable Use Policy, Privacy Policy and Network Management Policy located on PrimeLink's website: www.primelink1.com.

The term of this agreement shall be for a period of thirty-six (36) months from the date of installation. Should the Customer terminate the agreement prior to the expiration, an amount equal to the average of the previous months' service multiplied by the number of months remaining in the agreement will be required. The customer will be responsible for all applicable usage fees, prorated access charges, taxes, surcharges, or other charges and gifts through the termination date. This offer is part of a bundled package agreement. Acceptance of

Confidential & Proprietary

PrimeLink Terms of Service is required. The terms and fees set forth in the present contract will automatically be renewed for an additional twelve (12) month period at the expiration of the first term and on the anniversary date each year thereafter, unless the Customer gives written notice to PrimeLink two (2) months prior to the term's end of its intention not to renew said contract. Rates do not include taxes and surcharges and are subject to change.

Wi-Fi Service Expectations

The **Small Business Grade Wi-Fi Service** utilizes a network router with a wireless feature. This wireless feature is understood to be a feature of convenience and is limited in coverage footprint, throughput, and configuration capabilities. Many factors can impact the performance of a wireless signal including: router location, building structural material, microwave ovens, portable phones, air conditioners, electric motors, HVAC equipment and other nearby Wi-Fi systems. For these reasons, if your business intends to run critical business applications (Point of Sale, warehouse applications, Video Surveillance, and hotel systems, etc) it is recommended that the customer contact the PrimeLink Sales Department to schedule a wireless site assessment. If a Small Business combo device has been installed, it is understood that the system is in place for convenience and not critical business service. The customer accepts the limitations of this wireless feature installation. Signature required for Small Business Grade Wi-Fi Service at the time of installation.

The **Business Grade Managed Wi-Fi Service** establishes the customer's business requirements through a PrimeLink discovery process that involves a sales visit, wireless site survey, and installation. Through this process, the collection of business requirements such as public and private Wi-Fi needs, collection of building floor plans, and identification of wireless coverage zones, landing pages and branding will be gathered. The resultant service design will meet the current business requirements and capacity with growth taken into account. PrimeLink designs all systems using a standard IT lifecycle methodology whereby a system that is well designed for today's business needs may be modified over time to adapt to new demands. However, the lifecycle also has an understood finite service life where new technologies will, eventually, replace the older system. PrimeLink will work with our customers in a well-defined support agreement to manage these systems throughout the IT lifecycle.

Limitation of Liability

Under no circumstances shall PrimeLink, or its suppliers, resellers, partners or their respective affiliates be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to the service(s) provided under this agreement, whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if PrimeLink has been advised of the possibility of such damages). Without limiting the foregoing, the total aggregate liability of PrimeLink, and its suppliers, resellers, partners and their respective affiliates arising from or related to this agreement shall not exceed the amount, if any, paid by you to PrimeLink for the service(s). If the service(s) are provided without charge, then PrimeLink and its suppliers shall have no liability to you whatsoever. The foregoing limitations of liability shall apply whether the damages arise from use or misuse of and reliance on the service(s), from inability to use the service(s), or from the interruption, suspension, or termination of the service(s) (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Confidentiality: Both Customer and PrimeLink agree that if either Party (the "Disclosing Party") provides confidential or proprietary information ("Proprietary Information") to the other Party (the "Recipient Party"), such Proprietary Information shall be held in confidence, and the Recipient Party shall afford Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid its disclosure to or unauthorized use by any third party. All information disclosed by either Party to the other in connection with or pursuant to this Agreement shall also be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as confidential or proprietary. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the Disclosing Party and shall be used by the Recipient Party only for its intended purpose.

Offer of Acceptance:

Authorizing Signature

Date

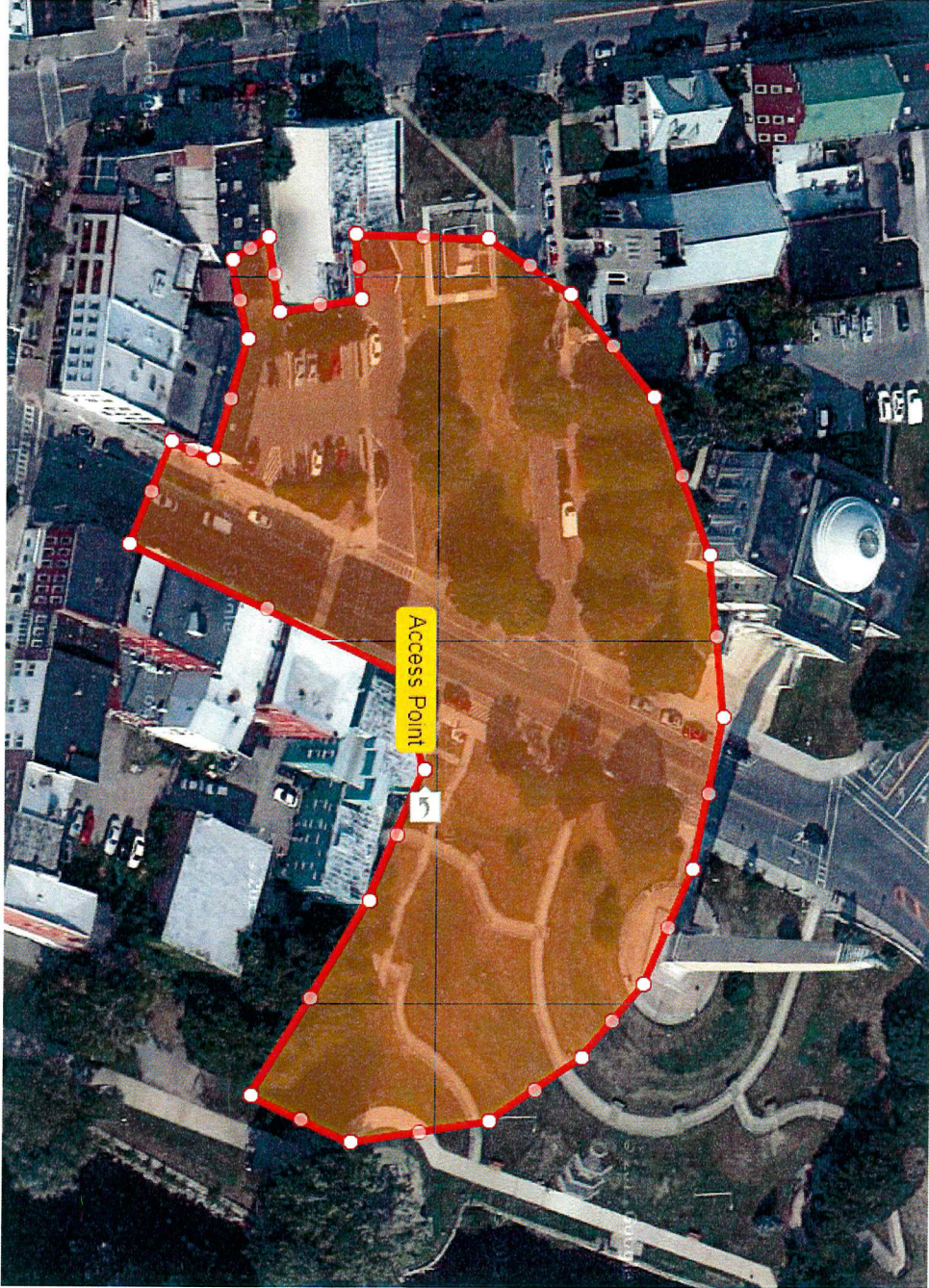
Printed Name

Title

PrimeLink Signature

Date

Confidential & Proprietary





Plattsburgh, New York

Kristofer Gushlaw
Chief Plant Operator
Water Resource Recovery Facility

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

May 19, 2020

Honorable Mayor Colin Read
and Members of the Common Council
41 City Hall
Plattsburgh, NY 12901

RE: Drummac Septic Service
Contract #2017-08
Hauling of Sludge from the WRRF- Contract Extension (3rd)

Dear Mayor Read and Councilors:

The above referenced contract expires on May 31, 2020. The contract includes an option for extending the period of service for an additional year (up to four times). Drummac Septic Service has requested that the third one-year extension option be utilized. It is requested that authorization be given to extend the period of service to May 31, 2021.

An estimated total lump sum of \$186,224.48 was provided on the Bid Proposal Form included with the original bid submission. This sum will remain unchanged for the extension period of June 1, 2020 - May 31, 2021. The WRRF will budget accordingly for 2021 (based on the estimated lump sums and actual costs). A copy of the letter dated May 13, 2020 from Mike Medor (owner) is attached for your convenience.

Best Regards,

Kristofer Gushlaw
Chief Plant Operator

Drummac Septic Service
P.O. Box 314
Highgate Center, VT 05459 802-868-
3247

May 13 2020

Kristofer Gushlaw
52 Green Street
Plattsburgh NY 12901

RE: Sludge Hauling for WPCP-Contract #2017-08

Dear David:

Drummac Septic Service is interested in extending the sludge hauling for the Water Pollution Control Plant for one year.

Please let me know if you have any further questions.

Thank you,

Michael Medor
Branch Manager

SERVICE AGREEMENT

THIS AGREEMENT made the 9th day of May 2019 by and between the City of Plattsburgh, New York, a municipal corporation of the State of New York, chartered by the Laws of 1902, Chapter 269, as amended, with principal office at 41 City Hall Place, Plattsburgh, New York, hereinafter called the "Owner" and **Rodem Inc., Drummac Septic Service**, P.O. Box 314, Highgate Center, VT 05459.

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will provide services as detailed in the Owner CONTRACT DOCUMENTS titled:

**HAULING OF SLUDGE
FROM THE WATER POLLUTION CONTROL PLANT
CONTRACT NO. 2017-8
2nd Extension (4 Possible)**

2. The CONTRACTOR will furnish all equipment, labor, and other services necessary to provide the service as described herein. This includes the actual hauling of the sludge and grit and if additional effort or equipment is needed to fill the trailers to the CONTRACTOR'S satisfaction, it will be the responsibility of the CONTRACTOR. CONTRACTOR will be responsible to see that all loads of sludge are properly covered.
3. The CONTRACTOR will furnish the work required for one (1) year commencing on June 1, 2018.
4. The CONTRACTOR agrees to perform the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices as quoted in the BID PROPOSAL FORM and total estimated lump sum of \$186,224.48 as shown on the BID PROPOSAL FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Notice to Bidders.
 - b. Specification Manual.
 - c. Bid Proposal.
 - d. Performance, Labor and Material Payment Bonds (if required).
 - e. Notice of Award/Notice to Proceed.
 - f. All addenda issued.
 - g. Change Orders.
 - h. Service Agreement

6. The CONTRACTOR will maintain and keep in full force and effect for the term of the contract period the following:
 - a. NYSDEC Part 364 Hauling Permit, and all equipment showing the permit number.
 - b. Insurance on equipment and company personnel as stipulated in Section 4 in the contract documents, and
 - c. The City will retain the Bid Bond in the amount of at least 10% (ten percent) of the accepted bid as security for faithful performance. The Bid Bond will be retained by the City for the duration of the contract and will be returned within 30 days of the termination of the contract.
7. The CONTRACTOR may provide at their expense, any equipment and/or labor to maximize sludge loading into each trailer.
8. The CONTRACTOR, or subcontractor will haul all sludge loads and grit loads produced. Sludge loads will be hauled within twenty-four (24) hours of being loaded. Grit load will be hauled within 3 days of being notified by the City that it needs to be removed and dumped. Each load of grit and sludge must be weighed at the landfill weigh stations with the weigh slips submitted for payment of landfill tipping fees. The scope of work includes:
 - a. All items in specification.
 - b. Provide roll off box as required and necessary. City will provide dump trailers.
 - c. Covering trailers and/or box to prevent odors from escaping.
 - d. Transporting sludge and grit to the specified location using the required haul route, as noted in the bid specification.
 - e. Weighing the sludge/grit loads.
 - f. Ensuring the trailers/box are loaded to satisfaction.
 - g. Complying with all regulatory requirements.
 - h. The City dump trailers used for the hauling of sludge will have tailgates sealed and secured from accidentally opening up.
 - i. Use a trailer heating setup to ensure that on cold days sludge does not freeze in the trailers.
 - j. Provide regular maintenance for the sludge trailers, doing required lubrication and preventative maintenance. Repair work done at outside repair facilities will be coordinated with the City.
9. The CONTRACTOR will be paid for work performed based on the adjusted unit price, and payment will be made based on the services provided as determined in accordance with the CONTRACT DOCUMENTS.
10. Monthly payments will be made by the Owner to the CONTRACTOR based on invoices submitted and verified by the Owner. Payment to the CONTRACTOR will be made within 30 days of receipt of a completed pay request.
11. The CONTRACTOR will be liable for any costs incurred as a result of damage or negligence on their behalf, and such costs will be deducted from the monthly billing to cover such costs.

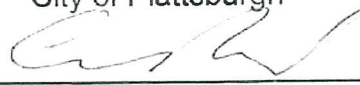
12. The OWNER reserves the right to terminate this Service Agreement at any time by serving written notification of such to the CONTRACTOR.
13. The CONTRACTOR will use the prescribed haul route as stipulated in Section XIII of the General Specifications of the Contract Document.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts, each of which shall be deemed an original the year and day first above written.

(SEAL)

City of Plattsburgh

By: _____



Mayor Colin Read
OWNER

ATTEST:

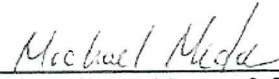


Sylvia Parrotte, City Clerk

By: _____



CONTRACTOR



Print Name & Title