



Plattsburgh, New York

Scott Lawliss
Fire Chief

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

MEMO

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

FROM: Fire Chief, Scott Lawliss

DATE: April 2, 2019

RE: Fire and Ambulance Responses

For this two week period: Tuesday, March 19, 2019 to Monday, April 1, 2019
our Department has responded to the following:

Fire Calls	<u>26</u>
	1 light ballast breakdown with investigation
	15 alarm activation with investigation
	1 good intent call
	1 arcing
	3 EMS assist initiated patient care
	1 removal of victim in stalled elevator
	1 smoke/odor removal
	1 incinerator overload
	1 natural vegetation fire with hazardous mitigation
	1 fire (baseboard heater with investigation)
Ambulance Calls	96
Mutual Aid by CVPH	15

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Mar19

REVENUE SOURCES			CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	BINGO	\$0.00		\$0.00
Bingo Licenses (State)	1-0632	G 0632			\$0.00
Bingo License Fees 3%	25-2540	BINGO	\$670.38		\$670.38
Building Permits	25-2555	PRMTS			\$0.00
Circus License	25-2502				\$0.00
City Code	12-1255				\$0.00
Code Civil Compromise	26-2614				\$0.00
Contractor Fees	25-2557	CNTRR			\$0.00
Dog Licenses	25-2542	DOGLIC	\$381.50		\$381.50
State Neuter/Spay Surcharge				\$53.00	\$53.00
Extract of Records	12-1255	CLERKF			\$0.00
Game of Chance Lic. (City)	25-2541	GAMCHN			\$0.00
Game of Chance Lic. (State)	1-0632	G 0632			\$0.00
Gas Permits	15-1540	FIRFEE	\$170.00		\$170.00
Going Out of Business Lic	25-2509				\$0.00
Hauler's License	25-2505	REFLIC			\$0.00
Housing Code	21-2110	ZONE			\$0.00
Impound Fees	15-1550	PUBPND	\$50.00		\$50.00
Interest Temp	1124-2401	INTERE	\$1.98		\$1.98
Jeweler's Licenses	25-2503	VNDLIC			\$0.00
Marriage Licenses	25-2545	MARRIA	\$280.00	\$360.00	\$640.00
Notary Fees	12-1255	CLERKF			\$0.00
Peddler/Vendor License	25-2503	VNDLIC	\$300.00		\$300.00
Returned Check Charges	12-1255	CLERKF			\$0.00
Sign Permits	25-2590	SIGNPM			\$0.00
Specifications	T-30	TP300			\$0.00
Special Use Permits	21-2110	ZONE			\$0.00
Subdivision Fee	21-2110	ZONE	\$25.00		\$25.00
Subdivision Ordinance	12-1255	CLERKF			\$0.00
Taxi Operator's Licenses	25-2507	TXIPRT	\$300.00		\$300.00
Taxi Vehicle Licenses	25-2504	TXIVEH	\$80.00		\$80.00
Tree/Stump Removal License	25-2508	TREREM			\$0.00
Vital Statistics	16-1603	VITSTA	\$7,328.00		\$7,328.00
Zoning Ordinances	21-2110	ZONE			\$0.00
Zoning Variances	21-2110	ZONE			\$0.00
OTHER REVENUE					
Riverwalk					
1127-2753					\$0.00
Auditorium					
1127-2752		G 2752	\$200.00		\$200.00
Centennial Plaques					
1127-2705					\$0.00

Lake Champlain Memorial

1127-

RECOVERED FUNDS

Telephone

1-1410000-4414

Postage

1-1410000-4470

Print & Copy

1-1410000-4431

DISBURSEMENTS:

NYS Dept of Health

NYS Dept of Ag & Mkts

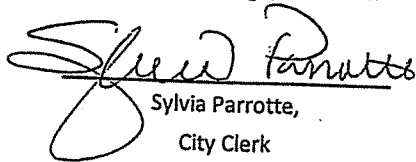
ADJUSTMENT: NONE

Shortage/Overage

Chamberlain (Spec. Deposits)

Chamberlain (New Revenue)

Dated at Plattsburgh, New York


Sylvia Parrotte,
City Clerk

\$0.00

\$0.00

\$0.00

\$9,786.86 \$413.00

\$10,199.86

\$360.00 Check No 1517

\$53.00 Check No 1518

TOTAL PAID OTHERS:

\$413.00

\$0.00 Check No

\$9,786.86 Check No 1519

Amount Due City Chamberlain:

\$9,786.86

\$10,199.86

Professional Services Agreement Amendment # 1
between
KAS, Inc.
and
City of Plattsburgh

This Amendment to the existing Professional Service Agreement dated March 1, 2019, by and between **City of Plattsburgh** (hereinafter called **CLIENT**), 41 City Hall Place, Plattsburgh, New York 12901 and **KAS, Inc.**, 589 Avenue D, Suite 10, P.O. Box 787, Williston, Vermont 05495 (hereinafter called **KAS**), is effective as of March 29, 2019.

The purpose of this amendment is to update the original Agreement to provide the bid specification for the asbestos abatement and demolition of the 25 Margaret Street building, services will include the specification, a bid walk through, any bid addendums and assist in evaluation of bids.

Specific amendments to the Agreement include the following.

ARTICLE I - TERM OF AGREEMENT

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

ARTICLE II - SCOPE OF WORK

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

ARTICLE III – COMPENSATION

1. **KAS** will complete a bid specification for the asbestos abatement and demolition, and subsequent services outlined in Exhibit A for a firm fixed price of **\$3,355.00**. This price is in addition to the previously agreed to price for the pre-demolition asbestos inspection.
2. **CLIENT** shall pay any other applicable federal, state and/or local taxes in the manner and in the amount as required by law. Any other such tax is in addition to the maximum cost specified in this Agreement.
3. Delays caused by unforeseen occurrences including, but not limited to unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, significant delays in project start date or fires which extend the effort required will constitute a Change-of-Scope. Additional effort resulting from such delays will be billed as agreed between the **CLIENT** and **KAS**.

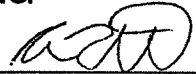
Professional Services Agreement, Amendment #1
KAS, Inc. and City of Plattsburgh
March 29, 2019

4. Services performed at the **CLIENT's** request beyond that defined in the Scope of Work shall constitute a Change-of-Scope, will be documented by a Change Order, and will be billed as agreed between the **CLIENT** and **KAS**.

ARTICLE V – SCHEDULE

KAS anticipates completion of the bid specification in approximately three weeks from receipt of this signed Agreement. The bid specification will be sent to the **CLIENT** for review and inclusion in **CLIENT** bid package. Subsequent services including a bid walk, addendum (if needed), and an evaluation will be determined and provided in conjunction w/ a schedule discussion with **CLIENT**.

KAS, INC.

By: 
Name: Aaron Poth
(Typed or Printed)
Title: Branch Manager
Date: 3/29/19

CITY OF PLATTSBURGH

By: _____
Name: _____
(Typed or Printed)
Title: _____
Date: _____

Exhibit "A" Scope of Work

KAS shall furnish labor, material, equipment, supervision, and services necessary to prepare a bid specification and provide associated services for selection of a qualified contractor for asbestos abatement and demolition of the building located at 25 Margaret Street, Plattsburgh, New York. Specifically, **KAS** will conduct the following scope of work.

KAS will prepare a bid specification for the asbestos abatement and demolition of the building. The specification will outline requirements and certain items will require input from the **CLIENT**. The bid specification will be prepared in **KAS'** format, unless a specific format is requested by **CLIENT** prior to commencement of the project.

Asbestos-containing materials (ACMs) identified in the Pre-Demolition Asbestos Inspection Report dated March 26, 2019 will require removal prior to demolition of the building. The bid specification will require all asbestos abatement activities be completed by a New York State-licensed asbestos company in accordance with New York State Industrial Code Rule 56 (NYS ICR 56) and federal Asbestos NESHAP, 40 CFR Part 61, Subpart M

In addition, the bid specification will detail the requirements for the demolition of the building. The bid specification will detail removal of foundations, structural members, and termination of utilities. The specification will list state and federal regulations that contractors must comply with.

Once completed, the bid specification will be sent to the **CLIENT** for review. **KAS** will distribute the bid spec and schedule a site walk-through. **KAS** will attend the site walk-through and answer any questions or comments. All questions and comments will be answered in the form of an addendum. **KAS** will assist in evaluating the bids and provide the **CLIENT** with a recommendation. The **CLIENT** will contract directly with the selected contractor.

Assumptions and Conditions

- 1) This scope of work does not include asbestos air/project monitoring services. A scope of work and cost will be provided once a contractor is selected and the abatement scope of work has been determined.



EMERGENCY EVACUATION/TEMPORARY HOUSING
Memorandum of Understanding

Meadowbrook Healthcare
154 Prospect Avenue
Plattsburgh, NY 12901

City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

March 25, 2019

This letter serves as a memorandum of understanding ("MOU") between the City of Plattsburgh ("City") and Meadowbrook Health Care, which is located at 154 Prospect Avenue, Plattsburgh, NY 12901. This MOU sets forth that in the event of an emergency, whereby Meadowbrook Healthcare could not shelter its residents in place and on site, and as a last resort, needed to immediately evacuate their building entirely, the Crete Center could be utilized for the temporary use and occupancy for Meadowbrook Healthcare's resident/patient population.

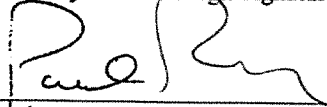
Meadowbrook Healthcare would provide all the necessary transportation, equipment, supplies and personnel for this temporary use and occupancy.

In the event of an emergency, as set forth above, Meadowbrook Healthcare will request that the City allow their use and occupation of the Crete Center for a maximum of 24 hours. The City will advise as soon as practicable if the Crete Center is able to be so used and occupied and will make reasonable efforts to comply with Meadowbrook Healthcare's request. While the City will act quickly for any emergency request, Meadowbrook Healthcare agrees to re-compensate the City for any necessary expenses incurred for by Meadowbrook Healthcare's use and occupancy of the facility. In addition, Meadowbrook Healthcare shall indemnify and hold harmless the City from any and all claims or actions which arise out of Meadowbrook' Healthcare's emergency use and occupancy of the facility. In the event that Meadowbrook Healthcare requires the use and occupancy of the Crete Center for more than 24 hours, Meadowbrook Healthcare will compensate City of Plattsburgh based on current market rate which will be set forth in a further agreement between the two parties. Should the City of Plattsburgh face scheduling conflicts during Meadowbrook Healthcare requested use and occupancy of the Crete Center, the City will use reasonable attempts to re-schedule and will be entitled to re-compensation from Meadowbrook Healthcare for any fees, lost-revenue, claims or damages, which are a direct result of such re-scheduling.

In the event of an emergency, Meadowbrook Healthcare does not anticipate that it will not require flooring to be placed on top of existing Crete Center turf.

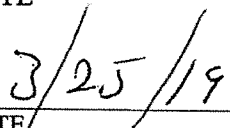
The point of contact for the City of Plattsburgh will be Recreation/Crete Center Supervisor.
The point of contact for Meadowbrook Healthcare will be the Administrator/CEO.
This MOU shall not have a definitive term, but shall be reviewed and updated periodically.

Mayor, City of Plattsburgh Signature



Administrator, Meadowbrook Healthcare Signature

DATE



DATE

3/19/14

EVENT APPLICATION

EVENTS APPLICATION

Please return completed application form and any additional paperwork to:

Mayor's Office

41 City Hall Place

Plattsburgh, NY 12901

Phone (518) 563-7701 or fax (518) 561-7367

carlinb@cityofplattsburgh-ny.gov

Applications and additional paperwork can be submitted electronically or applicant can mail completed application and additional paperwork to the address above. If submitting additional paperwork electronically please click on the link below.

Additional Paperwork [North Country Honor Run Proposed Route.jpg](#)

EVENT INFORMATION

If this request is to hold a "small event" please read the information below. If your event qualifies as a "small event" complete Section A of this application, scroll to bottom of page, Section C, complete applicants signature area and hit submit. If you do not qualify as a "small event" complete application in its entirety.

SMALL EVENTS

Small events is defined herein as an event which does not involve a request to close a street or parking space; a parade; or to use, consume or serve alcohol on City property. Similarly a "Small Event" shall not require substantial use of electricity, or other City resources, including Police and DPW personnel.

*****Street Solicitations require Common Council Approval and are not considered a "Small Event" *****

SECTION A:

Name William Duffany

Email Address duffany.william@bcsdk12.org

Address 24 Sanborn Ave

City Plattsburgh

State NY

Zip Code 12901-2609

Phone Number 5183353161

Fax Number Field not completed.

Location of Event Site: City Park (Please select from list below)

Other: *Field not completed.*

City Hall Auditorium/Rotunda: *Field not completed.*

List of City Parks U.S. Oval

Brief Description of Event and Date Requested: The 7th grade project-based learning team at Beekmantown Middle School is planning a 5K & 1 Mile Fun Run/Walk to raise money for North Country Honor Flight (NCHF). We are coordinating this event in conjunction with the NCHF's send-off ceremony and flight on 5/18/19. The event will take place at the US Oval, and we will be working with Barrie Finnegan and NCHF on this event.

Will there be food or beverage served at this event? No

If yes please be aware proper permits will be required. If alcohol is served this no longer qualifies as a small event and Common Council approval will be required.

***Reminder if this qualifies as "small event" please scroll to bottom of page and hit submit.

For all other events complete remaining fields.

SECTION B:

Type of Event: Parade, Run/Walk-a-thon

Other: *Field not completed.*

Event Date(s): 5/18/2019 8:00 AM
Event Time:

Set-Up Date/Start Time: 5/18/2019 6:00 AM

Tear Down Date/End Time: 5/18/2019 10:00 AM

Estimated Attendance: 1000

Admission Fee: \$25

Event Details: This fundraising event will be a coordinated effort between adults and students of the Beekmantown Middle School community and the NCHF. The 5K/1Mile Fun Run/Walk will be integrated into the NCHF's send-off ceremony/parade route at the US Oval. We will set up tents and booths to house related fundraising activities. We will have a professional organization manage the race logistics (timing, announcing, etc.), and we will arrange for portable restrooms and wash stations.

Is your group a non-profit/charitable organization? Yes

If yes, charitable donation #: NCHF will provide

OTHER EVENT DETAILS

Power Required? Yes

Water Required? No

Trailer Stage Required? No

Firework No

Sanitation Facilities? Yes

Vendors? Yes

Additional Details/Requirements Not Previously Mentioned: We are certainly open to feedback from city officials who have coordinated events like this in the past - especially in the area of road closures and having personnel manning intersections and/or the turn around location. Our vision is that the runners will lead the Veterans' motorcade a portion of their parade route to the Clinton Country Airport down New York Road. This event will be similar to the Special Olympics Torch Run that travels from CV-Tech to City Hall. We will be offering our sponsors booths, and we will be selling other event related items under tents set up on the Oval across from city gym.

Alcohol? No

NYS Liquor <http://www.sla.ny.gov>

**Authority Rules
and Regulations**

Signature: William J. Duffany

ROAD CLOSURES/PUBLIC WORKS

**Does your event
require road
closures?** Yes

**If so what
roads/intersection
s?** The 1 mile fun run/walk will be confined to the U.S. Oval. The runners will lead the Veteran's Bus/Motorcade off the Oval, onto Ohio Ave, and then to New York Rd through the roundabout, and most of the route down New York Rd. The runners will turn around just south of the West Side Ballroom (under the giant American flag suspended over the road between two ladder trucks). We propose to use U.S. Oval, Ohio Ave, and New York Rd through the roundabout. The right, Southbound lane of New York Rd from the roundabout to just south of Northern Ave will be utilized by runners. The turn around point in the race is just south of West Side Ballroom. The right, northbound lane of New York Rd back to the roundabout will be utilized by runners returning to the finish line on the U.S. Oval.

PARADE/WALK INFORMATION

**Describe the
Proposed Event
Route of Parade:** The route of the 5K run will partially follow the NCHF's parade route from U.S. Oval to the Clinton County Airport. The 5K race will begin at the conclusion of the Honor Flight send-off ceremony on the US Oval. The start/finish line will be located outside the city gym. The runners will lead the Honor Flight Parade north around the oval. The 1 mile fun run/walk participants will follow behind the Honor Flight bus and complete their loop around the oval. The 5K runners will lead the parade around the oval, onto Ohio Ave, to New York Rd through the roundabout and continue on New York Rd for approximately 1.5 miles to the race turn around point (just south of West Side Ballroom). The runners will turn around and head back to the finish line utilizing New York Rd, back through the roundabout, onto Ohio Ave, and back onto the oval to the finish line outside the gym.

EMERGENCY MANAGEMENT

All sections MUST be completed before an event will be approved or and event permit issued.

**Designated
Emergency Liaison
(Event Day):** William Duffany

Cell # of Liaison: 518-335-3161

Alternate Contact Person: Julie King

Cell # of Alternate Contact: 518-420-5901

SECURITY We will have several adult chaperones at the event (parents & school personnel) and the NCHF will ask their contacts with NYSP and the Clinton County Sheriff's Department to lend additional help.

First Aid/Training/Evacuation: There will be a first aid/water station at the site on the US Oval. North Country Honor Flight is seeking volunteers to be on site for first aid.

TENTS 2 - 30x60s

CHECKLIST Detailed Route Map (parade or walk), Map of Road Closures, Insurance Certificate (City of Plattsburgh listed as additional insured), Application Signed

SECTION C:

SIGNATURE OF APPLICANT: William J. Duffany

Municipal Events Rules <http://www.cityofplattsburgh.com/DocumentCenter/Home/View/699>

Are you in need of insurance? <https://venueliability.com/TULIP/LesseePortal/Home.aspx?cid=WYGZS%2fhTxqezXI4qdSVSdq%3d%3d>

Application Signature/Date: William J. Duffany

*****NOTE:** Applications for small events should be submitted 10 days in advance of event. All other events require submission 45 days in advance of event.***

Email not displaying correctly? [View it in your browser.](#)



CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered into as of April 5, 2019 by and between the City of Plattsburgh (the "Client"), and Finch Network LLC (the "Consultant").

RECITALS

1. Consultant has expertise in the area of the Client's business and is willing to provide consulting services to the Client.
2. The Client is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Engagement.
 - a. The Client hereby engages Consultant to render, as an independent contractor, the consulting services described in Exhibit A hereto and such other services as may be agreed to in writing by the Client and Consultant from time to time.
 - b. Consultant hereby accepts the engagement to provide consulting services to the Client on the terms and conditions set forth herein.
2. Term. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties, shall continue until the satisfactory completion of the services set forth in Exhibit A completed or December 31, 2019. Client may terminate this Agreement upon 10 days written notice to Consultant.

3. Compensation.

- a. In consideration of the services to be performed by Consultant, the Client agrees to pay Consultant in the manner and at the rates set forth in Exhibit A. The Consultant will bill on a monthly basis and will not exceed \$15,000 without written permission of either the Mayor or the Director of Community Development. When writing grant applications, the Consultant will provide an hourly estimate and gain approval for the project prior to commencing work. Late payments will be assessed a 2% fee that is compounded monthly.
- b. Out of pocket expenses incurred by Consultant that are authorized by the Client in advance in writing shall be reimbursed by the Client to Consultant.

4. Consultant's Business Activities.

- a. Consultant shall devote such time, attention and energy to the business and affairs of the Client as requested by the Client, and in any event no less than the amount of time specified in Exhibit A hereto.
- b. Consultant shall keep and provide upon request to the Client a log describing the work activities of the Consultant.

5. Representations and Warranties. Consultant represents and warrants

- a. that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Client,
- b. that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party,
- c. that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and
- d. that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral

agreements, representations or warranties between them respecting the subject matter hereof.

7. Amendment. This Agreement may be amended only by a writing signed by Consultant and by a representative of the Client duly authorized.
8. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. Agreement to Perform Necessary Acts. Consultant agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
10. Compliance with Law. In connection with her services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.
11. Independent Contractor. Consultant's relationship with the Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits that the Client may make available to its employees, including, but not limited to, group health, life insurance or other medical benefits, paid vacation, holidays or sick leave. Consultant will not be authorized to make any representation, contract or commitment on behalf of, or otherwise bind or act as agent for, the Client. Consultant will be solely responsible for obtaining any business or similar licenses required by any federal, state or local authority. In addition, Consultant will be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. No part of Consultant's compensation will be subject to withholding by the Client for the payment of any social security, federal, state or any other employee payroll taxes. Consultant retains the discretion in performing the tasks assigned, within the scope of work specified.
12. Intellectual Property: The Consultant agrees that the Client will have exclusive ownership in all work product (the "Work Product") that the Consultant produces under this Agreement, including the Consultant's copyright interest in the Work Product, except for the work methods and

materials (the "Consultant's Materials") specified in Exhibit A. All Work Product must be original work by the Consultant or by its subcontractors and must not infringe the rights (including intellectual property rights) of any third party. The Consultant hereby grants the Client a perpetual, non-exclusive license to make copies and to modify the Consultant's Materials, without any additional payments, to the extent that the Consultant's Materials are incorporated in the Work Product or are reasonably necessary to use the Work Product.

13. Objectivity: All work undertaken by the Consultant shall be done in an objective and independent fashion. Results of analysis shall be based solely on the circumstances as the Consultant sees them as derived from research conducted by the Consultant or referenced third parties. If requested by the Client, the Consultant will explain and discuss her findings with the Client and other individuals and groups designated by the Client. Consultant's fees and expenses are not, accordingly, contingent upon predetermined or favorable findings.
14. Protection of Confidential Information: Consultant acknowledges that information may be provided throughout the term of this Agreement with internal documents about the Client programming not readily available to the public. All of which are confidential and proprietary. In recognition of the foregoing, Consultant covenants and agrees during the term of this Agreement and thereafter:
 - a. to keep secret all confidential matters of the Client and not disclose them to anyone outside of the Client, except with the Client's prior written consent;
 - b. to not make use of any of such confidential matters for her own purposes or the benefit of anyone other than the Client; and

In addition, Confidential Information shall not include information generated by the Consultant, unless the information is generated as a direct result of the performance of consulting services under this Agreement.

15. Return of Materials: The Consultant agrees to promptly return, following the termination of this Agreement or upon earlier request by the Client, any drawings, tracings, and written materials in the Consultant's possession and (a) supplied by the Client in conjunction with the Consultant's services under this Agreement; or (b) generated by the Consultant in the performance of services under this Agreement.

16. Disputes: Any question, matter, dispute or claim arising out of or relating to any of the provisions of this Agreement or any obligation between the parties of the breach thereof, which the Consultant and the Client have attempted but not been able to resolve within a reasonable period of time not to exceed thirty (30) days from the date of initial written notice of the dispute from one party to the other, shall be settled by arbitration in the State of New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered in such arbitration shall be binding on the parties hereto and judgment upon the award may be entered by any court having jurisdiction hereof. The Consultant shall not withhold performance of any services and the Client shall not withhold any undisputed payments during the dispute resolution period.

17. Taxes. Consultant agrees to pay all appropriate local, state and federal taxes.

18. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

19. Miscellaneous:

- a. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives and assigns of the parties, as the case may be.
- b. The Client will not use the Consultant's name in any commercial advertisement or similar material used to promote or sell products, unless the Client obtains in advance the written consent of the Consultant. The Consultant also agrees that it will not use the name, logo or any other trademark of the Client without its express written consent.
- c. If any provision of this Agreement or any attachment hereto is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement or attachment, but rather the Agreement and/or any attachment shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable; provided, if and to the extent any invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been

modified so as to be valid and enforceable to the maximum extent permitted by law.

- d This Agreement shall be governed by and construed under the laws of the State of New York.

In witness whereof, the parties signed their names on the dates in the year set forth below.

City of Plattsburgh:

By: _____

Printed Name: Colin Read

Title: Mayor

Date:

Finch Network

By: _____

Printed Name: Amy Bonn

Title: Principal

Date:

Exhibit A

1. Description of Services to be Rendered The

consultant will:

Work on/identify and supervise a consultant who will apply for the following grants as requested by the Mayor or Director of Community Development:

- National Park Service's American Battlefield Protection Program
- CFA Applications as Identified by the Council, Mayor and Director of CD
- AHC Grant
- Placemaking Grants
- Any other specific grants requested by the City and accepted by Consultant

Technical Assistance and Collaborations

- CFA Workshop
- Main Street Workshop for Potential Applicants
- Evaluation and measurement projects
- Grant searches for the City and other projects as identified by the Mayor or the Director of Community Development
- Other projects as agreed on by the consultant and the Mayor and/or the Director of Community Development

2. Compensation

Work completed by the consultant will be billed at a rate of \$90/hr. and will not exceed \$15,000 without permission via email from either the Director of Community Development or the Mayor. Other consultants affiliated with Finch who work on projects will be billed at an hourly rate that will be approved of by a City representative prior to commencing work.

Editorial Policy

Finch Network partners believe project collaboration is a beneficial process. This philosophy is reflected in how we work with clients to develop reports that are useful, accessible and meet funding requirements. We find client feedback during the revision process useful and enriching to the process and have developed guidelines so that we can capitalize on our clients' time and talents while adhering to an agreed upon budget and schedule.

Report Outline

Finch Network will share an outline of the report with client one month prior to the anticipated completion of the report. Clients have one week to comment on the outline.

First Draft

Suggested edits may be made either by using track changes in a Word document or written comments on a hard copy version of the report. All formatting and content suggestions should be made during this draft. All comments should be combined into one document and submitted to Finch Network within one week unless a different date is agreed upon in advance.

Second Draft

Clients should review the second draft clients to ensure that Finch Network has addressed all concerns noted in the first draft. Clients should send any suggested revisions to Finch Network in one document either using track changes or written comments on a hard copy of the report. Clients will have one week to review and comment on the second draft unless a different date is agreed upon in advance.

Additional Revisions

If a client requires further revision on material, Finch Network will bill hourly of \$180/hr. and the additional editing rate specified in Exhibit A.

Finch Network partners are available to discuss any concerns or questions about the report at any point during the revision process.



3/25/19

Sheepdog Response
PO Box 204116
Austin, TX 78720

City of Plattsburgh
Recreation Center
Plattsburgh, NY

Dear Sir or Ma'am,

We appreciate the opportunity to host a series of Sheepdog Response courses at your facility. To ensure a complete understanding between us, this letter will describe the scope and limitations of the services we will provide for you. Dennis Jones will be the contact persons for this engagement.

What We'll Do

- We will conduct 2 separate courses at your facility, listed under "When we'll do it" section
- We will provide all the instructors and training equipment for each course
- Your facility will be listed as additionally insured on our policy

What We Need from You

- To perform our services, we will need full access to the community room during the dates and times listed below under "When we'll do it"
- Usage of the matted room in your facility for our self-defense training
- Non-exclusive access to sanitary facilities

When We'll Do It

October 16th Occupational Level 1: 7:00am – 11:30am
October 17th Occupational Level 1: 7:00am – 11:30am
October 19th Sheepdog Level 1: 7:00am – 11:30am
October 20th Sheepdog Level 1: 7:00am – 11:30am

Fees

Sheepdog Response has agreed to pay \$495.00 (\$25 per hour + staffing fees) to the Plattsburgh Recreation center for the usage of facility listed above.

Approvals

We are pleased to be doing business with you and hope this will begin a long and happy relationship. Please date and sign a copy of this letter and return it to us to acknowledge your agreement with the terms of this engagement.

Sincerely yours,
Jesse Wilbur, Chief Operating Officer

Acknowledged:

Plattsburgh Recreation Center

Jesse Wilbur

Sheepdog Response COO

Date

03/27/19

Date



Richard A. Marks
City Chamberlain

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

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held April 4th, 2019, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on April 4th, 2019, and

WHEREAS, the Capital Expenditure Plan adopted January 10th, 2019, includes a Public Service Equipment category, and

WHEREAS, the Infrastructure Division is establishing a 2019 Equipment Purchase project for items that were not included in the Public Service Equipment category of the Capital Expenditure Plan adopted January 10th, 2019, and

WHEREAS, the cost of the 2019 Equipment Purchase project has been estimated by the Infrastructure Division for the costs of the planned expenditures and is being revised as noted below to purchase items that were not included in the expenditure plan during 2019, as follows:

	2019 Capital Plan	2019 Estimated Cost	2019 Revised Cost
Light/Med. Duty Pickup Truck	\$ 38,000	\$ 38,000	\$ -
Maintenance Vehicle	40,000	40,000	-
One Ton Dumps (2)	95,000	95,000	-
Track Loader & attachments	-	-	135,000
Plow Truck with Sander	-	-	70,000
	<u> </u>	<u> </u>	<u> </u>
Total	<u>\$ 173,000</u>	<u>\$ 173,000</u>	<u>\$ 205,000</u>

Project Funding:

Water Fund	\$ 26,000	\$ 26,000	\$ 45,000
Sewer Fund	26,000	26,000	45,000
General Fund	<u>121,000</u>	<u>121,000</u>	<u>115,000</u>
	<u> </u>	<u> </u>	<u> </u>
Total	<u>\$ 173,000</u>	<u>\$ 173,000</u>	<u>\$ 205,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 4th day of April 2019, as follows:

- 1) That, the amount of Two Hundred Five Thousand and 00/100 (\$205,000.00) Dollars is hereby appropriated for the capital project **2019 Equipment Purchase (H5110.66)** for the cost of the equipment listed above and is hereby authorized to be expended for such purpose.
- 2) That, Forty-five Thousand and 00/100 (\$45,000.00) Dollars of such appropriation be provided by the Water Capital Reserve.
- 3) That, Forty-five Thousand and 00/100 (\$45,000.00) Dollars of such appropriation be provided by the Sewer Capital Reserve.
- 4) That, One Hundred Fifteen Thousand and 00/100 (\$115,000.00) Dollars of such appropriation be provided by the General Fund.
- 5) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



Plattsburgh

Richard A. Marks
City Chamberlain

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

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held April 4th, 2019, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on April 4th, 2019, and

WHEREAS, the Capital Expenditure Plan adopted January 10th, 2019, includes a Street Resurfacing & Improvements category, and

WHEREAS, the Infrastructure Division is establishing a 2019 Street Resurfacing project for items included in and items not included in the Street Resurfacing & Improvements category of the Capital Expenditure Plan adopted January 10th, 2019, and

WHEREAS, the cost of the 2019 Street Resurfacing project has been estimated by the Infrastructure Division for the costs to implement the planned and unplanned improvements through revising the street expenditure plan during 2019, as follows:

	2019 Capital Plan	2019 Estimated Cost	2019 Revised Cost
Brinkerhoff St., Oak-Margaret	\$ 180,000	\$ 180,000	\$ -
Clinton St.	200,000	200,000	42,000
Margaret St.	290,000	290,000	-
Pine St., Saranac-Battery	80,000	80,000	-
Pine St., Battery-Broad	180,000	180,000	-
Protection Ave.	200,000	200,000	200,000
South Catherine St., Broad-Steltzer	200,000	200,000	-
South Catherine St., Broad-Bridge	-	-	183,000
Cornelia St.	-	-	350,000
Boynton Ave., Lozier-Margaret	-	-	69,000
Miller St., RR Crossing	-	-	38,000
Steltzer Rd. Broad-College Suites	-	-	33,000
Miscellaneous Paving	100,000	100,000	100,000
Street Surveying	30,000	30,000	-
Street Borings	15,000	15,000	-
	<u>1,475,000</u>	<u>1,475,000</u>	<u>1,015,000</u>
Total	<u>\$ 1,475,000</u>	<u>\$ 1,475,000</u>	<u>\$ 1,015,000</u>

Project Funding:

General Fund	\$ 625,000	\$ 625,000	\$ 665,000
CHIPS – NYS Funding	<u>850,000</u>	<u>850,000</u>	<u>350,000</u>
Total	<u>\$ 1,475,000</u>	<u>\$ 1,475,000</u>	<u>\$ 1,015,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 4th day of April 2019, as follows:

- 1) That, the amount of One Million Fifteen Thousand and 00/100 (\$1,015,000.00) Dollars is hereby appropriated for the capital project **2019 Street Resurfacing (H5110.67)** for the cost of the project items listed above and is hereby authorized to be expended for such purpose.
- 2) That, the amount of Six Hundred Sixty-five Thousand and 00/100 (\$665,000.00) Dollars of such appropriation will be provided by an advance from the General Fund, but that such advance is to be repaid to the General Fund by year end through funding of this portion of the project with Bond Anticipation Notes or Serial Bonding.
- 3) That, the amount of Three Hundred Fifty Thousand and 00/100 (\$350,000.00) Dollars of such appropriation be provided by funding from the Consolidated Local Street and Highway Improvement Program (CHIPS) sponsored by New York State.
- 4) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



Richard A. Marks
City Chamberlain

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

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held April 4th, 2019, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on April 4th, 2019, and

WHEREAS, the Capital Expenditure Plan adopted January 14th, 2010, includes a Water Source of Supply category, and

WHEREAS, the Environmental Engineer established a 2010 Meade Dam Design and Bidding Work Project that is provided for in total in the Capital Expenditure Plan adopted January 14th, 2010, and

WHEREAS, the cost of the 2010 Meade Dam Design and Bidding Work Project has been estimated by the Environmental Engineer to include the project elements and is being revised a fourth time to include additional design cost, as follows:

	2010 Capital Plan	2010 Estimated Cost	2014 Revised Cost	2016 Revised Cost	2018 Revised Cost	2019 Revised Cost
Design and bidding work	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 650,000</u>	<u>\$ 700,000</u>	<u>\$ 950,000</u>
Total	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 650,000</u>	<u>\$ 700,000</u>	<u>\$ 950,000</u>
Project Funding:						
Water Capital Reserve	\$ 250,000	\$ 250,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Water IIC's - Meade Dam	<u>-</u>	<u>-</u>	<u>-</u>	<u>300,000</u>	<u>350,000</u>	<u>600,000</u>
Total	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 650,000</u>	<u>\$ 700,000</u>	<u>\$ 950,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 4th day of April 2019, as follows:

- 1) That, the amount of Nine Hundred Fifty Thousand and 00/100 (\$950,000.00) Dollars be and it is hereby appropriated to the Capital Project 2010 Meade Dam Design and Bidding Work Project (Project H8320.68) for the 2019 revised cost of the Capital Project described above is hereby authorized to be expended for such purpose.
- 2) That, Three Hundred Fifty Thousand and 00/100 (\$350,000.00) Dollars of such appropriation be provided by the Water Capital Reserve fund.
- 3) That, Six Hundred Thousand and 00/100 (\$600,000.00) Dollars of such appropriation be provided by the Water IIC charges accumulated in the fund for the Meade Dam rehabilitation.
- 4) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



DISCOVER
Plattsburgh

EVENTS APPLICATION

Please return completed application form and any additional paperwork to:

Mayor's Office
41 City Hall Place
Plattsburgh, NY 12901
Phone (518) 563-7701 or fax (518) 561-7367
carlinb@cityofplattsburgh-ny.gov

Applications and additional paperwork can be submitted electronically or applicant can mail completed application and additional paperwork to the address above. If submitting additional paperwork electronically please click on the link below.

Additional Paperwork

Browse...

EVENT INFORMATION

If this request is to hold a "small event" please read the information below. If your event qualifies as a "small event" complete Section A of this application, scroll to bottom of page, Section C, complete applicants signature area and hit submit. If you do not qualify as a "small event" complete application in its entirety.

SMALL EVENTS

Small events is defined herein as an event which does not involve a request to close a street or parking space; a parade; or to use, consume or serve alcohol on City property. Similarly a "Small Event" shall not require substantial use of electricity, or other City resources, including Police and DPW personnel.

*****Street Solicitations require Common Council Approval and are not considered a "Small Event" *****

SECTION A:

Marti Adkmama@yahoo.com

Name	Email Address
(CEDPG) Community Earth Day Planning Group	office@plattsburghumc.org

127 Beekman St.

City
Plattsburgh

State
NY

Zip Code
12901

Phone Number
518-563-2992

Fax Number

Location of Event Site:

- Plattsburgh City Beach
- Macdonough Monument Bandshell
- Trinity Park
- Plattsburgh City Marina-portopotys must be provided
- Crete Civic Marina
- Plattsburgh Recreation Facility (Room Fees May Apply)
- City Park (Please select from list below)
- City Hall Building
- Other: Please list in box below

Farmers Market

Other:

City Hall Auditorium/Rotunda:

If the request is for the use of Auditorium/Rotunda, and you are an individual or a for-profit organization, please describe how the event is for a public benefit, and which non-profit civic group the event profits will be forwarded to, including contact information for that non-profit civic group.

List of City Parks

- Belmont Park
- Broadway Park
- Centennial Park
- Champlain Park
- Fort Brown Park
- Hamilton Park
- Jay Park & Terry Gordon Bike Path
- Lakeview Park & Soldier Point
- MacDonough Park
- Melissa Penfield Park
- Peter Blumette Park
- Riverview Park
- South Acres Park
- South Platt Street Park
- Tremblay Park
- Trinity Park
- U.S. Oval
- Wilcox Dock

Brief Description of Event and Date Requested:

The CEDPG is holding an event to celebrate Earth Day. Educational/informational tables will be set up (Cooperative Extension - Saranac River Trail, SDNY Environmental Action Committee, e' children's activities etc Arbor Day Foundation Climate Reality Project Community Garden)

Will there be food or beverage served at this event?

- Yes
- No

If yes please be aware proper permits will be required. If alcohol is served this no longer qualifies as a small event and Common Council approval will be required.

***Reminder if this qualifies as "small event" please scroll to bottom of page and hit submit.

For all other events complete remaining fields.

SECTION B:

Type of Event:

- Festival
- Tournament
- Parade
- Run/Walk-a-thon
- Bicycle Race/Ride
- Music Event
- Sidewalk Sale
- Marina Booking - portopotys must be provided
- Family Picnic
- Demonstation
- Street Solicitation: No rain dates, map of permitted intersections and guidelines are available from the City Clerk's Office
- Other: Please specify In box below

Other:

Event Date(s): Event Time:

mm/dd/yyyy	hh:mm am/pm
04/27/2019	10:00 am - 12:00 pm

Set-Up Date/Start Time:

mm/dd/yyyy	hh:mm am/pm
04/27/2019	9:00

Tear Down Date/End Time:

mm/dd/yyyy	hh:mm am/pm
0000	1:00 pm

Estimated Attendance:

Admission Fee:

125

\$0

Event Details:

We will set up tables to inform the public about how to build a sustainable community

Is your group a non-profit/charitable organization?

- Yes
No

If yes, charitable donation #:

[Empty box for donation number]

OTHER EVENT DETAILS

Power Required?

- Yes
No

If requesting use of electricity a fee will apply.

Water Required?

- Yes
No

If requesting use of water a fee will apply.

Trailer Stage Required?

- Yes
No

Event organizer responsible for pick up/return of stage.

Firework

- Yes
No

Sanitation Facilities?

- Yes
No

Event organizer responsible for providing sanitation facilities (portopottys)

Vendors?

- Yes
No

Additional Details/Requirements Not Previously Mentioned:

[Empty box for additional details]

Alcohol?

- Yes
No

Applicant is responsible for obtaining applicable Liquor License.

NYS Liquor Authority Rules and Regulations

<http://www.sla.ny.gov>

Signature:

By signing you acknowledge that you have read, understand and will comply with the City of Plattsburgh Municipal Alcohol Policy.

Typing in name/submitted is same as a signature.

ROAD CLOSURES/PUBLIC WORKS

Does your event require road closures?

Yes

No

If so what roads/intersections?

PARADE/WALK INFORMATION

Describe the Proposed Event Route of Parade:

EMERGENCY MANAGEMENT

All sections MUST be completed before an event will be approved or and event permit issued.

Designated Emergency Liaison (Event Day):

Phil Richards

First Name, Last Name

Cell # of Liaison:

518-791-1123

Alternate Contact Person:

Tobias Devor

First Name, Last Name

Cell # of Alternate Contact:

530-318-1490

No security needed

The City Police Department will not provide security for events. Will your event require security, if so please describe how you will secure the event venue. If no security required simply note such.

First Aid/Training/Evacuation:

*Tobias Devor
530-318-1490*

Who is responsible for first aid at your event, please identify their location? What training will you provide to your volunteers/staff/participants regarding emergencies? How will you evacuate the area in the case of an emergency/disaster? Location of exits?

TENTS

no

If you plan on having tents at your event, please list all sizes.

CHECKLIST

- Detailed Route Map (parade or walk)
- Map of Road Closures
- NYS Liquor License/Special Occasions Permit
- Vendors (Food vendors need permit for Clinton County Health Department, Certificate of Liability listing City of Plattsburgh as additional insured and permit from the City Clerk's Office if approved)
- Insurance Certificate (City of Plattsburgh listed as additional insured)
- Application Signed

Please submit the documents mentioned above (if applicable) with your event application. Once all required forms are received your event will be presented to Common Council for approval/disapproval.

SECTION C:

SIGNATURE OF APPLICANT:

Susan B. Kelley

By signing, you do hereby hold and save harmless and agree to indemnify the City of Plattsburgh and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all actions, debts, suits, demands, costs, damages and expenses whatsoever arising either directly or indirectly as a result of the rental/use of the facility/park.

Typing in name/submitting is same as a signature.

Municipal Events Rules

<http://www.cityofplattsburgh.com/DocumentCenter/Home/View/699>

Please click on the link for full text of Municipal Events Rules.

Are you in need of insurance?

<https://venueability.com/TULIP/LesseePortal/Home.aspx?cid=WYGZS%2ftXqezXl4qdSVSdg%3d%3d>

Please click on the link for access to purchase insurance.

Application Signature/Date:

Susan B. Kelley 3/27/19

I have read and understand the Municipal Events Procedures and I will abide by all guidelines therein.

Typing in name/submitting is same as a signature.

*****NOTE: Applications for small events should be submitted 10 days in advance of event. All other events require submission 45 days in advance of event.*****

protected by reCAPTCHA

[Privacy - Terms](#)

Receive an email copy of this form.

Email address

This field is not part of the form submission.

Select Language

Powered by Google [Translate](#)

To the members of Plattsburgh Common Council

From Marti Martin, member of Earth Day Planning Committee

On Saturday, April 27th, from 9-12, folks will gather at the Farmers Market to participate in a downtown clean-up and learn about several local organizations and initiatives in our area that promote conservation and concern for our environment. At Noon there will be an Earth Walk from the Farmers Market, across Bridge Street to area lakeside at the Champlain Monument for a blessing ceremony of the earth, the mountains, and the waters of our land.

When the application for use of the Farmers' Market was completed I did not see it, or I would have included the clean-up. In the past when we have planned such events, I worked closely with Mike Brody and he supplied us with gloves, bags, vests, and if I remember correctly, pickers. We left the bags that contained the trash we left at the Farmers' Market for pick-up.

When we planned the Earth Walk across Bridge Street to the area next to the river for a few words and a blessing by Vivian Papson, we did not anticipate the ceremony taking more than 15-20 minutes. We felt participants could cross the street by the bridge without needing police direction or stopping traffic,, we would cross as traffic allowed.

I hope this explanation gives further information to permit our application to be approved.

Thank you for your time.

Sincerely,

Marti Martin