

**TOWN OF PLATTSBURGH
TOWN BOARD PUBLIC HEARING
FEBRUARY 23, 2009**

The hearing was called to order at 6:30 p.m. by the presiding officer at the Town Hall on the Banker Road.

	<u>Present</u>	<u>Absent</u>
MEMBERS: Bernard C. Bassett, Supervisor	X	
Martin D. Mannix, Councilperson		X
Thomas E. Wood, Councilperson	X	
Sheila A. Brockway, Councilperson	X	
Gerard A. Renadette, Councilperson		X
Amy L. Duquette, Town Clerk		X
James J. Coffey, Town Attorney	X	

The notice of public hearing was read by the Supervisor for the record.

The Public Hearing was called to order at 6:30 p.m., prevailing time at the Town Hall on the Banker Road, Plattsburgh, New York to hear all interested persons relative to:

**"A LOCAL LAW REPEALING 'TOWN OF PLATTSBURGH LOCAL LAW NO. 1 OF
THE YEAR 1970 A LOCAL LAW RELATING TO A CODE OF ETHICS AND A
BOARD OF ETHICS FOR THE TOWN OF PLATTSBURGH' AND ENACTING A LOCAL
LAW ESTABLISHING A CODE OF ETHICS AND A BOARD OF ETHICS FOR THE
TOWN OF PLATTSBURGH."**

The public hearing closed at 6:53 PM.

Present: Debbie Blake

Comments: There was discussion on pages 3, 4 and 5 amendments were made.

RESOLUTION NO. 09-74

EMT of CVPH Service Agreement

Motion by: Sheila A. Brockway
Carried by: Ayes 3

Seconded by: Thomas E. Wood
Nays 0

WHEREAS, the Town of Plattsburgh, on behalf of the Town of Beekmantown and the Town of Schuyler Falls, wishes to renew the Agreement for ambulance service with the EMT of CVPH, INC. for District 2 in the Town of Plattsburgh; now therefore be it

RESOLVED, that the Town Board of the Town of Plattsburgh, acting for and on behalf of the Plattsburgh Ambulance District No.2, and upon review and approval by the Town

Attorney, does hereby authorize the supervisor to enter into an agreement with the EMT of CVPH, INC. to provide ambulance service from January 1, 2009 to December 31, 2009 as per the attached Agreement; and be it further

RESOLVED, the Supervisor is and he hereby is authorized to sign said Agreement for the Town of Plattsburgh.

RESOLUTION NO. 09-75

Morrisonville Schuyler Falls Volunteer Ambulance Service Agreement

Motion by: Sheila A. Brockway

Seconded by: Thomas E. Wood

Carried by: Ayes 3

Nays 0

RESOLVED, after review and approval by the Town Attorney, the attached renewal Agreement, between the Morrisonville/Schuyler Falls Ambulance Service, Inc., and the Town of Schuyler Falls and the Town of Plattsburgh be and the same hereby is approved for the period of January 1, 2009 through December 31, 2009; and it is further

RESOLVED, that the Supervisor be and he hereby is authorized to sign said agreement for the Town of Plattsburgh.

RESOLUTION NO. 09-76

Request for Payment Periodic Estimate No. 3 for Cadyville- Morrisonville Water Line Connection

Motion by: Thomas E. Wood

Seconded by: Sheila A. Brockway

Carried by: Ayes 3

Nays 0

WHEREAS, Jan N. Chauvin has submitted request for payment, request #3, for Work done from March 1, 2008 to December 24, 2008 for Cadyville-Morrisonville Water Line Connection; and

WHEREAS, Laberge Group has reviewed and verified said work; now, therefore, be it

RESOLVED, that the Supervisor is hereby authorized to make Payment No.3 for Voucher dated March 2, 2009 in the amount of \$46,552.21 as periodic Estimate No 3 payment to Edward Garrow & Sons, Inc.; and, it is further

RESOLVED, that said payment is to be made payable to Ed Garrow and Sons Inc. 982 Military Turnpike, Plattsburgh, New York , from the Cadyville-Morrisonville Water Line Connection Water District Improvement Capital Project.

RESOLUTION NO.09-77

**Request for Payment Periodic Estimate
No. 1 for Champlain Park Pump Station**

Motion by: Thomas E. Wood
Carried by: Ayes 3

Seconded by: Sheila A. Brockway
Nays 0

WHEREAS, Luck Brothers Inc. has submitted request for payment, request 1, for work done from November 11, 2008 to January 27, 2009 for Champlain Park Pump Station; and

WHEREAS, Laberge Group has reviewed and verified said work; now, therefore, be it

RESOLVED, that the Supervisor is hereby authorized to make Payment No.1 for Voucher dated March 2, 2009 in the amount of \$260,750.80 as periodic Estimate No .1 payment to Luck Brothers, Inc.; and, it is further

RESOLVED, that said payment is to be made payable` to Luck Brothers Inc. 73 Trade Road Plattsburgh, New York, from the Champlain Park Pump Station District Improvement Capital Project.

RESOLUTION NO. 09-78

Abstract 2B

Motion by: Thomas E. Wood
Carried by: Ayes 3

Seconded by: Sheila A. Brockway
Nays 0

RESOLVED, that the abstracts of audited claims **No2B. (83505- 83533)** in the amount of (\$35,890.55) and **(90192-90376)** in the amount of (\$2,461,144.91), be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

RESOLUTION NO. 09-79

**Replacing Resolution 09-71 Verizon
Wireless at Bluff Point Water Tank**

Motion by: Thomas E. Wood
Carried by: Ayes 5

Seconded by: Sheila A. Brockway
Nays 0

Whereas, Mr. Coffey, Attorney for the Town of Plattsburgh, received a request from Mr. Cusack a Lawyer working on behalf of Verizon and upon further review by Mr. Coffey, it is recommended that a change in Resolution 09-71 and that Resolution No. 09-79 supersede as follows:

Whereas; New York RSA 2 Cellular Partnership d/b/a Verizon Wireless has applied to place a wireless facility on the land and water tank of the parcel, more commonly known at the Bluff Point Water Tank; and

Whereas; the application was reviewed for compliance with the Town's code; and

Whereas; the applicant has chosen the number one priority in the wireless code by collocating on an existing structure; and

Whereas; the Town Board has reviewed the proposed facility under SEQRA and determined that there will be no impact to the environment; and

Whereas; a Public Hearing was held on the application on December 15, 2008 therefore be it;

Resolved, that A Special Use Permit is granted to New York RSA 2 Cellular Partnership d/b/a Verizon Wireless for a wireless facility at the Bluff Point Water Tank with the following conditions to be completed prior to the issuance of the Building Permit and Start of Construction:

- 1., Verizon shall provide the Town with proof of the required insurance per Section 24 of the Wireless code and the Commercial General liability insurance policy shall specifically include the Town and its officers, boards, employees, committee members, attorneys, agents and consultants as additional insured.
2. As required per Section 21 of the Wireless Code a Performance Security bond in the amount of \$25,000.00 shall be in place with the Town
3. Verizon must acknowledge in writing to the Town that they shall indemnify and hold harmless the Town against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the land and water tank of the parcel, more commonly known at the Bluff Point Water Tank by Verizon, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Town or its servants or agents. The language of Paragraph 18 of the Communications Site Lease Agreement (Water Tower) executed by the Town on July 23, 2008 and by Verizon Wireless on July 16, 2008 shall be sufficient to document compliance with this requirement

Respectfully Submitted,

Bernard C. Bassett, Town Supervisor