



**TIMECLOCK PLUS, LLC
MASTER SERVICE ORDER FORM
MASTER LICENSING AGREEMENT**

CONTRACT START DATE: _____

CLIENT INFORMATION

Bill To: Town of Plattsburgh

Contract Contact Name: Patrick Bowen

Billing Address: 151 Banker Rd

Contract Contact Email: patrickb@townofplattsburgh.org

Plattsburgh

New York

12901-7307

Billing Contact Name: Patrick Bowen

Support Contact Name: Patrick Bowen

Billing Contact Email: patrickb@townofplattsburgh.org

Support Contact Email: patrickb@townofplattsburgh.org

Billing Contact Phone: 518-562-6839

Support Contact Phone: 518-562-6839

BILLING TERMS

INITIAL SERVICE TERM	BILLING CYCLE	PAYMENT TERMS	PAYMENT METHOD	START DAY OF WEEK
3 Years		Pre-Paid		Sunday

For Credit Card or Bank Draft Payment complete one of the following:

CARD TYPE	CARD NUMBER		EXPIRATION DATE	
FINANCIAL INSTITUTION	ACCOUNT NUMBER	ROUTING NUMBER	CITY & STATE	

☐ **Credit Card and Bank Draft Billing Terms:**

Client hereby authorize TimeClock Plus, LLC ("TCP") to draft from the indicated account or charge the indicated credit card for TimeClock Plus Services and other applicable fees. Client agrees that this is one-time or, as applicable, a recurring charge that will be made according to the billing cycle selected, and that to terminate any recurring billing process Client must either cancel this Agreement under the terms outlined herein, or arrange for an alternative method of payment prior to the next billing cycle.

Client understands that cancellations must be made in writing as outlined in the TimeClock Plus Licensing Agreement. Client further understands that Services rendered are not refundable.

If utilizing recurring bank draft, Client acknowledges that the origination of ACH transactions from Client's account must comply with the provisions of U.S. law. This authority will remain in effect until Client has cancelled it in writing.

Recurring payments will be initiated by TCP within 3 business days from the invoice date stated on your monthly invoice. If a charge is rejected for any reason, TCP will initiate another charge in the same amount, on the invoice due date. If the second draft is rejected and no other provision is made for payment on or before the invoice due date, your payment will be considered delinquent.

☐ **Net Payment Terms:**

The balance of outstanding invoices shall be due and payable in accordance with the payment terms selected in the Billing section of this Agreement. Client agree to pay TCP for products and services at our offices at 1 Time Clock Drive, San Angelo, TX 76904.

TimeClock Plus, LLC ("TCP")

1 TimeClock Drive

San Angelo, TX 76904

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term. TCP shall make Services available to Client twenty-four (24) hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond TCP's reasonable control. Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Services. Client agrees to comply with all applicable data protection laws and to act as Data Controller, and appoint TCP as Data Processor, of Personal Data and information entered into TimeClock Plus by Client's Employees and Users. Client acknowledges that TCP is not responsible for any use or misuse of the Services by Client or its employees or contractors or for ensuring Client's adherence to applicable laws. Client understands and agrees that your use of and access to TimeClock Plus Services is subject to the complete terms and conditions (Licensing Agreement) found at:

Terms and Conditions: <https://www.timeclockplus.com/terms/on-demand>

Data Processing Terms: <https://www.timeclockplus.com/terms/dpa>

Supplemental Support & Maintenance Terms: <https://www.timeclockplus.com/agreements/hardware-support> (As Applicable)

Client shall pay all fees or charges in accordance with those outlined on the Invoice placed at the time of purchase. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Master Service Order Form. Charges will be equal to the number of total employees multiplied by the applicable Monthly Employee Fee as defined in the Licensing Agreement. Total employees each month are defined as the total number of Employees who are made Active at any time and for any duration during any calendar month. Client may add additional Employees as desired each month by paying the Monthly Employee Fees, prorated through the end of the Term, for those added.

The Term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet or on the Contract Start Date, whichever is later, and will continue for the Initial Service Term. Thereafter this Agreement will automatically renew for successive periods of the same duration as the Initial Service Term unless either party gives the other party thirty (30) days' notice of its intent not to renew. Pricing of subsequent Terms may be subject to the renewal pricing set forth in the notes section of the TCP Invoice. Client hereby acknowledges that special pricing offered for initial Terms may not be valid at the time of renewal.

By signing this Master Service Order Form for TimeClock Plus Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus Services, including any recurring payment information, and (d) you have read, understand and agree to the terms and conditions of this Agreement.

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: Michael S. Cashman Name: _____

Title: Town Supervisor Title: _____

PO Box 913377
 Denver, CO 80291-3377
 325 223-9500 fax: 325 223-9104
 sales@timeclockplus.com

Invoice	Customer	Invoice Date
560787	33866	12/03/2020

BILL TO
Town of Plattsburgh Patrick Bowen (518) 562-6839 151 Banker Rd Plattsburgh, NY 12901-7307

SHIP TO
Town of Plattsburgh Patrick Bowen (518) 562-6839 151 Banker Rd Plattsburgh, NY 12901-7307

Rep	Entry	Method of Shipment	Method of Payment
DCROSS	DCROSS	N/A	Net 30

Stock No.	Ordered	Shipped	Description	Unit Cost	Total
Annual Employee Licensing: (\$1,980.00)					
1025-12311	60		TimeClock Plus Professional Annual Clockable Employee License	36.00	2,160.00
			First Year Discount	(6.00)	(360.00)
1030-878	60		FMLA Tracking - Family and Medical Leave Act / Per Employee	6.00	360.00
			First Year Discount	(3.00)	(180.00)
One Time Cost:					
1025-1131	1		TimeClock Plus V7 OnDemand Professional Conversion	249.00	249.00
			Conversion Campaign Discount	(249.00)	(249.00)
800-814	4		Dedicated Support Services (Per hour)	225.00	900.00
			Conversion Campaign Discount	(225.00)	(900.00)
1030-1003	1		Advanced Comp Time Tracking	0.00	0.00
1030-313	1		ADP Payroll Interface (Export Module)	0.00	0.00
On Prem to Cloud Conversion					
Year 2 - \$36 per employee license + \$6 per FMLA license					
The [1 Year Paid Upfront/Annually] contract starts on Dec 04, 2020 and renews on Dec 03, 2021.					
By signing this Master Service Order Form for TimeClock Plus Services, you represent, warrant and certify that (a) you are authorized to bind the company or organization named above under this Agreement, (b) you will make payments in accordance with the payment terms, including any recurring payments, and (c) you have read, understand and agree to the terms and conditions of this Agreement which can be found at:					
(a) Licensing Terms and Conditions:					
· https://www.timeclockplus.com/terms/on-demand					
(b) Data Processing Terms:					
· https://www.timeclockplus.com/terms/dpa					
(c) Supplemental Support & Maintenance Terms:					
· https://www.timeclockplus.com/agreements/hardware-support					
(As Applicable).					
Signature: _____					
Full Name: <u>Michael S. Cishner</u>					
Date: _____					
Billing Contact & Email: <u>patrick.b@townofplattsburgh.org</u>					
Support Contact & Email: <u>patrick.b@townofplattsburgh.org</u>					



Product Total: 3,669.00
 Discount: (1,689.00)
 Subtotal: 1,980.00
 S & H: 0.00
 Tax: 156.40
 Total: 2,138.40

Tax exempt

1980.00



TOWN OF PLATTSBURGH

DEPARTMENT OF CODES & ZONING

Stephen M. Imhoff | Code Enforcement Officer
Allen W. Reece | Code Enforcement Officer
Drew Arthur | Code Enforcement Officer
Donna Primiano-Masten | Codes & Zoning Secretary

151 BANKER RD, PLATTSBURGH, NY 12901-7307
PHONE: (518) 562-6840 | TDD: (800) 662-1220 | FAX: (518) 562-6844

Michael Cashman
Supervisor

Meg LeFevre
Deputy Supervisor/Councilor

December 2, 2020

Michael Cashman, Supervisor
and Town Board Members

RE: Zoning Board of Appeals Members

Dear Mr. Cashman and Board Members:

I would like to recommend that the Town Board re-appoint Mr. Patrick Duhaime as a member to the Zoning Board Appeals for another term commencing January 1, 2021.

Respectfully submitted,



Stephen M. Imhoff
Zoning Enforcement Official

SMI/dpm



ELMORE SPCA, INC.
P.O. BOX 686
PERU, NY 12972

DOG CONTROL CONTRACT AGREEMENT

This agreement, made this January 2021, pursuant to the provisions of Article 7 Section 117 of the Agriculture and Markets Law, by and between Town of Plattsburgh, a municipal corporation having its principal office and place of business at 115 Banker Road , party of the first ("MUNICIPALITY"), and ELMORE SPCA, INC., a corporation in the State of New York, with office and place of business at 556 Telegraph Road, Peru, Clinton County, New York, party of the second part.

WITNESSETH:

WHEREAS, the MUNICIPALITY has the obligation to seize dogs pursuant to Agriculture and Markets Law (hereinafter LAW), Article 7 and Article 26 and to assure that the dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of ELMORE SPCA to perform such services as required in Article 7 of the LAW for the redemption period specified; and

WHEREAS, ELMORE SPCA maintains a shelter for animals brought to it from residents and/or dog control officers of the MUNICIPALITY.

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

ARTICLE I

1. ELMORE SPCA, will provide and maintain a shelter for seized dogs; under Article 7, Section 117, Division 1, Subsections a, b, and c, excluding Subsection d – Section 123 which pertains to Dangerous Dogs (See Subsection d below in Article II). ELMORE SPCA will provide appropriate care for all dogs held in such shelter during the redemption period; and may make available for adoption, seized dogs not redeemed, as provided in Article 7 of Agriculture and Market Laws.
2. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, Inc. at 556 Telegraph Road, Peru, New York. The Dog Control Officer will have twenty-four hour access to the DCO room.
3. ELMORE SPCA will file and maintain complete records of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets, as well as any other records required by Article 7.
4. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian before being brought to ELMORE SPCA for holding. During the redemption period, any emergent/life-threatening occurrence not evident upon seizure will be the responsibility of the MUNICIPALITY, with the exclusion of injury or sickness directly related to improper custodial care provided by ELMORE SPCA. The MUNICIPALITY when responsible for veterinary care will provide transportation for said animal, and communicate diagnosis and treatment to ELMORE SPCA, if deemed appropriate.

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETING
December 17, 2020**

Resolution No. 20-xxx

Elmore SPCA Agreement

WHEREAS, on occasion it is necessary for the Dog Control Officers to Kennel stray dogs and provide other Kennel services as appropriate and approved by the Supervisor; therefore be it

RESOLVED that, after the Town Attorney's review, the Supervisor be authorized to sign an Agreement between Elmore SPCA, Inc. and the Town Of Plattsburgh to follow the provision of Article 7 of the Agriculture and Markets Law and any rules and regulation promulgated pursuant thereto in relation to the seizure, holding, care, redemption and disposition of seized dogs, in The Town of Plattsburgh; and be it further

RESOLVED, that a copy of this Resolution be given to the Finance Manager, Dog Control Officer and Elmore's SPCA Peru, New York 12972 .

Motion:

Seconded by:

Discussion:

Roll Call:

Yes No Absent Carried Tabled

**Thomas E. Wood
Meg E. LeFevre
Barbara E. Hebert
Charles A. Kostyk
Michael S. Cashman**