

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETING
October 21, 2021**

The meeting was called to order at 6:01 p.m. by the presiding officer at the Town Hall on Banker Road. Pledge

MEMBERS:

PRESENT ABSENT

Michael S. Cashman, Supervisor	x
Thomas E. Wood, Councilor	x
Meg E. Bobbin, Councilor	x
Barbara E. Hebert, Councilor	x
Charles A. Kostyk, Councilor	x
Kathryn B. Kalluche, Town Clerk	x
James J. Coffey, Town Attorney	x

Resolution No.021-177

Approve Minutes of the Previous Meeting

RESOLVED, that the minutes of September 16 and 23rd, 2021 be approved and the reading of the minutes be dispensed with.

Motion: Charles A. Kostyk

Seconded by: Thomas E. Wood

Discussion: none

Roll Call:

Yes No Absent Carried Tabled
x

Thomas E. Wood	x
Meg E. Bobbin	x
Barbara E. Hebert	x
Charles A. Kostyk	x
Michael S. Cashman	x

Public Comment- none

Kalluche
10/28/21

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETING
October 21, 2021**

Resolution No. 021-178

Abstract 10B- 21

RESOLVED, that the abstract of audited claims **No.10B-21** for \$293,392.79, **Abstract 10B-21** prepays for the amount \$312,471.53 be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

Motion: Barbara E. Hebert

Seconded by: Meg E. Bobbin

Discussion: none

Roll Call:

<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
			x	

Thomas E. Wood	x
Meg E. Bobbin	x
Barbara E. Hebert	x
Charles A. Kostyk	x
Michael S. Cashman	x

Fullfill
10/28/21

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETINGS
October 21, 2021**

Resolution No. 021-179

Monthly Department Reports

RESOLVED, to receive and place on file Monthly Department Head Reports.

Building and Grounds – Sept.

Codes and Zoning- Sept.

Dog Control Officer -

Historian-

Highway Superintendent – Sept.

Justice Court-

Parks and Recreation- Sept.

Planning and Community Development – **Oct.**

Safety Committee –

Supervisors Financial Report- Sept.

Tax Receiver-

Town Clerk- Sept.

Water Wastewater – Sept.

Motion: Charles A. Kostyk

Seconded by: Barbara E. Hebert

Discussion: none

Roll Call:

<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
			x	

Thomas E. Wood	x
Meg E. Bobbin	x
Barbara E. Hebert	x
Charles A. Kostyk	x
Michael S. Cashman	x

Kelly Kull
10/28/21

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI- MONTHLY MEETING
October 21, 2021**

Resolution No. 021-180

**Setting a Public Hearing for Certain Elected
Officials Salary's and the 2022 Preliminary Budget**

WHEREAS, a public notice of the Preliminary Budget and certain Elected Official Salaries must be shared; therefore be it

RESOLVED, notice of hearing entitled, "Setting a Public Hearing for Elected Officials' Salaries and the 2022 Preliminary Budget," shall be published once in the local newspaper and posted at the Town Hall as indicated:

NOTICE IS HEREBY GIVEN that the Preliminary Budget for the Town of Plattsburgh, for the year beginning January 1, 2022, will be compiled and filed in the office of the Town Clerk on or before October 31, 2021.

FURTHER NOTICE, is hereby given that the Town Board of the Town of Plattsburgh will meet and review said Preliminary Budget and hold a public hearing thereon at the Town Hall located on the Banker Road, in the Town of Plattsburgh, Clinton County, New York on Thursday, November 4, 2021 at 6:05 p.m. prevailing time. At such hearing, any person may be heard in favor or against the Preliminary Budget as compiled or for or against any item or items therein contained.

Councilpersons (4)	\$13,000 each
Supervisor	\$73,000
Town Clerk	\$33,615
Highway Superintendent	\$83,596

A copy of the Preliminary Budget will be available for inspection by all interested persons at the Town Hall on the Banker Road between the hours of 9:00 a.m. and 4:00 p.m.; and be it further

RESOLVED, that a copy of this Resolution be given to the Finance Manager.

Motion: Charles A. Kostyk

Seconded by: Barbara E. Hebert

Discussion: none

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Meg E. Bobbin	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Michael S. Cashman	x				

Adopted
10/28/21

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETING
October 21, 2021**

Resolution No. 02021-181

**2022 Justice Court Contract With The Clinton
County Sheriff's Department**

WHEREAS, the Town of Plattsburgh Justice Court has requested authorization for the renewal of the annual contract with the Clinton County Sheriff's Department to provide court security services to the Town's Justice Courts; and

WHEREAS, said services are necessary due to the volume and nature of cases handled within the Court system; now, therefore it is

RESOLVED, that the Town Board of the Town of Plattsburgh, upon approval of the Town Attorney and insurance carrier, does hereby authorize the Supervisor to enter into a contract for services; and, it is further

RESOLVED, that compensation will be paid at an hourly rate of \$33.40 and a time and a half rate of \$50.10 to made payable from the 2022 Justice Court Budget; and be it further

RESOLVED, that a copy of this Resolution be given to the Finance Manager and Town Justices.

Motion: Barbara E. Hebert

Seconded by: Meg E. Bobbin

Discussion: none

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	

Thomas E. Wood	x
Meg E. Bobbin	x
Barbara E. Hebert	x
Charles A. Kostyk	x
Michael S. Cashman	x

Handwritten signature
10/28/21

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
October 21, 2021**

Resolution No. 021-182

**Public Hearing Notice for Consolidated
Assessment Rolls**

RESOLVED, that public hearings be held by the Town Board at the Town Hall on the Banker Road on Thursday, November 4, 2021 at 6:10 PM prevailing time, for the purpose of hearing and considering any comments which may be made to the completed consolidated Assessment Rolls that are on file with the Town Clerk pursuant to Town Law, Section 239 as follows:

Town of Plattsburgh Consolidated Water District
Town of Plattsburgh Consolidated Sewer District
Base Water District
Base Sewer District
Base Storm Water Management District
Base Highway Maintenance Improvement District
Highway (Town Wide)
Town of Plattsburgh Lighting District
Consolidated Ambulance District;

and, it is further

RESOLVED, that the Town Clerk is hereby directed to have published in the Press Republican notice of said public hearings to be held at the Town Hall, 151 Banker Road and also posted on the Town Clerk's board.

Motion: Thomas E. Wood

Seconded by: Charles A. Kostyk

Discussion: none

Roll Call:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Meg E. Bobbin	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Michael S. Cashman	x				

Kelly Kallen
10/28/21

TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETING
October 21, 2021

Pulled not needed as per Scott Stoddard

Resolution No.021-184 RESOLUTION AND DETERMINATION ON THE COST OF IMPROVEMENTS AND/OR THE COST TO RECONSTRUCT EXISTING FACILITIES AND APPURTENANCES FOR THE BENEFIT OF THE CONSOLIDATED SEWER DISTRICT IN THE TOWN OF PLATTSBURGH, COUNTY OF CLINTON, STATE OF NEW YORK, PURSUANT TO SECTION 202-b OF THE TOWN LAW OF THE STATE OF NEW YORK

WHEREAS, a Water and Wastewater Capital Plan - - hereinafter referred to as a map and plan - - has been prepared in such manner and in such detail as is required by Section 202-b of the Town Law of the State of New York relating to the cost of improvements and/or the cost to reconstruct existing facilities and appurtenances for the benefit of the Consolidated Sewer District, in the Town of Plattsburgh, County of Clinton, State of New York; and

WHEREAS, said map and plan was prepared by Laberge Group, competent engineers, duly licensed by the State of New York, showing the cost of improvements and/or the cost to reconstruct existing facilities and appurtenances for the benefit of the Consolidated Sewer District; and

WHEREAS, an order was adopted by the Town Board of the Town of Plattsburgh on January 18, 2018, reciting the filing of the map and plan, the cost of improvements, the cost to reconstruct existing facilities and appurtenances for the benefit of the Consolidated Sewer District, the estimated expense thereof, the proposed method of financing, the fact that the map and plan are on file in the Town Clerk's Office for public inspection and all other matters required by law to be stated; and

WHEREAS, the order set March 1, 2018 at 6:30 p.m., local time, at the Town of Plattsburgh Town Hall, 151 Banker Road, Plattsburgh, New York 12901 as the date, time and place of the public hearing to consider the map and plan and to hear all persons interested in the subject thereof, and to take such action as required and authorized by law; and

WHEREAS, such order was published and posted as required by law; and

WHEREAS, a hearing on the matter was held by the Town Board on March 1, 2018, beginning at 6:30 p.m., and the matter being duly discussed and all interested persons having been duly heard; and

WHEREAS, the Town Board did at that time on March 1, 2018 resolve and determine to conclude and close the public hearing and to subsequently render a decision at a regular Town Board meeting on March 15, 2018 to be conducted at the Town of Plattsburgh, Town Hall, 151 Banker Road, Plattsburgh, New York 12901 **NOW, THEREFORE, IT IS RESOLVED AND DETERMINED:**

(a) The maximum amount to be expended on the cost of improvements, the cost to reconstruct existing facilities and appurtenances for the benefit of the Consolidated Sewer District shall equal \$4,780,000;

(b) The tax rate for owners within the Town of Plattsburgh Consolidated Sewer District attributable to the improvements and reconstruction to existing facilities and appurtenances within the Consolidated Sewer District will increase from the current \$0.4095/\$1000 of assessed valuation to \$0.6859/\$1000 of assessed valuation on January 1, 2021;

(c) The notice of hearing was published and posted as required by law, and it is otherwise sufficient;

(d) All property and property owners within the Consolidated Sewer District are benefited by the improvements and the reconstruction to the existing facilities and appurtenances for the Consolidated Sewer District;

(e) All property and property owners benefited by the improvements and the reconstruction to the existing facilities and appurtenances are included within the limits of the Consolidated Sewer District;

(f) It is in the public interest to construct the proposed improvements and to reconstruct existing facilities;

(g) Approval of the New York State Comptroller is not required inasmuch as the real property within the Town of Plattsburgh Consolidated Sewer District is not wholly or partly located within the Adirondack Park; and it is further

RESOLVED AND DETERMINED, the costs of improvements, the cost to reconstruct existing facilities and appurtenances for the benefit of the Consolidated Sewer District shall be financed in part by the issuance of obligations pursuant to the Local Finance Law and that the repayment of those obligations shall be done on an ad valorem basis, and it is further

RESOLVED AND DETERMINED, the improvements, the cost to reconstruct existing facilities and appurtenances for the benefit of the Consolidated Sewer District in the Town of Plattsburgh, County of Clinton, State of New York, pursuant to Section 202-b of the Town Law of the State of New York is approved.

Motion:

Seconded by:

Discussion:

Roll Call:

Yes No Absent Carried Tabled

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

pulled
Lester Kuhn
10/28/21

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI MONTHLY MEETING
October 21, 2021**

RESOLVED, that this Town Board meeting be adjourned at 6:10 PM.

Motion by: Barbara E. Hebert

Seconded by: Charles A. Kostyk

Discussion:none

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Carried</u>
			x
Thomas E. Wood	x		
Meg E. Bobbin	x		
Barbara E. Hebert	x		
Charles A. Kostyk	x		
Michael S. Cashman	x		

Patricia Kull
10/28/21

**TOWN OF PLATTSBURGH TOWN BOARD
WORK SESSION AGENDA
October 28, 2021**

The meeting was called to order at 6:04 PM by the presiding officer at the Town of Plattsburgh Town Hall, 151 Banker Road.

	<u>Present</u>	<u>Absent</u>
MEMBERS: Michael S. Cashman, Supervisor	x	
Thomas E. Wood, Councilor	x	
Meg E. Bobbin, Councilor	x	
Barbara E. Hebert, Councilor		x
Charles A. Kostyk, Councilor	x	
Kathryn B. Kalluche, Town Clerk	x	
James J. Coffey, Town Attorney	x	

Public Comments: moment of silence was held for Earl (Tom) Sears - former Beekmantown Highway Superintendent

Supervisor's Report

Public Hearing To Review Proposed Amendments to Rail Crossing at Battlefields Memorial Gateway

Draft Resolutions

021-xxx Minutes
021-183 Change Order for Rugar Street /Ampersand Extension
021-xxx Adoption of Budget 2022
021-xxx Completed Assessment Rolls
021-xxx Delinquent Water and Wastewater Bills
021- xxx 2022 Life Flight Contract

Committee Reports -

Executive Session – as needed

Motion to go into Executive Session
to discuss certiorari matter- Key Bank- Champlain Centre Mall

Motion by: Charles A. Kostyk

Seconded by: Meg E. Bobbin

Time: 6:45

Motion to come out of Executive session

Motion by: Meg E. Bobbin

Seconded by: Thomas E. Wood

Time: 6:51

Roll Call: **YES** **NO**

Thomas E. Wood	x
Meg E. Bobbin	x
Barbara E. Hebert	absent
Charles A. Kostyk	x
Michael S. Cashman	x

Roll Call: **YES** **NO** **ABSENT**

Thomas E. Wood	x	
Meg E. Bobbin	x	
Barbara E. Hebert		x
Charles A. Kostyk	x	
Michael S. Cashman	x	

Town Board meeting be adjourned at 6:51 PM.

Kate Bobbin
11/9/21

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
October 28, 2021**

Resolution NO.021-183

**Change Order for Rugar Street and
Ampersand Drive Improvements Sidewalk Extension**

WHEREAS, Luck Brothers LLC have submitted a change order request for additional paving and sidewalks for Rugar Street and Ampersand Drive Improvements; and

WHEREAS, Trevor Cole, of Planning and Community Development, Kevin Farrington of AES, and Tim DuBrey, Highway Superintendent reviewed all materials received for the additional improvements of paving and sidewalk work; therefore, be it

RESOLVED, that the Supervisor is hereby authorized and directed to execute the Agreement for said services totaling \$69,515.00; and it is further

RESOLVED, that a copy of this Resolution be given to the Highway Superintendent and Planning and Community Development Department Head, Finance Manager and AES .

Motion: Thomas E. Wood

Seconded by: Meg E. Bobbin

Discussion: none

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Meg E. Bobbin	x				
Barbara E. Hebert			x		
Charles A. Kostyk	x				
Michael S. Cashman	x				

2020/11/9/21



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

Charles Kostyk
Deputy Supervisor/Councilor

November 18, 2021

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 full-time Zoning Board Member, Mr. Sherman Rebideau to the Zoning Board Appeals for another term commencing January 1, 2022.

Respectfully submitted,


Stephen M. Imhoff
Zoning Enforcement Official

SMI/dpm

CLINTON COUNTY HIGHWAY DEPARTMENT
736 ROUTE 3, PLATTSBURGH, NEW YORK 12901

TEL. (518) 565-4040 - FAX (518) 563-8068



Karl T. Weiss, P.E. ~ Highway Superintendent

Engineering
David Langlois
William Sweet

Administration
Lisa Garrand
Holly Pellerin

Accounting
Sheri Pavone
Lori Evangelisto

October 22, 2021

Michael S. Cashman, Supv.
Town of Plattsburgh
151 Banker Road
Plattsburgh, NY 12901

Re: Agreement – 2021-2022, 2022-2023, and 2023-2024 Snow and Ice Seasons

Dear Mr. Cashman:

Enclosed in triplicate is a three-year contract for snow and ice services between the County and the Town for the 2021-2022, 2022-2023, and 2023-2024 snow and ice seasons. This agreement includes rates increases of 1.0%, 1.25% and 1.5% over the 3-year period for Regular and Snowbelt Roads plus a fuel adjustment based on applicable increases/decreases in the market price of diesel fuel for Clinton County.

Therefore, upon your review and approval of the enclosed agreement, please sign and return all copies to this department along with the Town's resolution authorizing the execution of the agreement by the Town Supervisor.

Thank you for your continued services to Clinton County in keeping the roadways safe for the traveling public. If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

KARL T. WEISS, P.E.
Highway Superintendent

KTW:lmig
Enclosures
Cc Tim Dubrey, Town Highway Superintendent

**COUNTY OF CLINTON AND TOWN OF PLATTSBURGH AGREEMENT
FOR SNOW REMOVAL, SANDING, AND TREATING OF COUNTY ROADS
DURING THE 2021-2022, 2022-2023 and 2023-2024 SNOW AND ICE SEASON**

THIS AGREEMENT made and entered into this _____ day of _____, 2021,
by and between the **COUNTY OF CLINTON**, a municipal corporation of the State of New York,
having its principal offices located at 137 Margaret Street, Plattsburgh, New York, 12901 (the
"County"),

and

TOWN OF PLATTSBURGH, with an address being 151 Banker Road, Plattsburgh, New
York, 12901 (the "Town").

WITNESSETH:

WHEREAS, pursuant to Highway Law Section 102 (1), the County Superintendent of
Highways has general charge and supervision of the work of constructing, improving, repairing
and maintaining all county roads and bridges within the County; and

WHEREAS, pursuant to Highway Law Section 135, the County Board of Legislators shall
annually appropriate and expend such sum as it deems proper for the removal of snow from
County Roads and for sanding or otherwise treating them for the purpose of removing the
danger due to snow and ice thereon; and

WHEREAS, pursuant to Highway Law Section 135-a, the County Superintendent of
Highways, may contract with a Town and a Town Superintendent for the removal of snow from
County Roads or for sanding or otherwise treating them for the purpose of removing the danger
due to snow and ice thereon, subject to the approval by resolution of each of the legislative
bodies of the County and Town; and

WHEREAS, the County desires to enter into a contract with the Town for control of
snow and ice conditions on County Roads; and

WHEREAS, the Town is willing to perform the function so delegated to it for the work
of such control of snow or ice, or snow and ice upon such terms, rules and regulations as may
be within the legal authority of the Town and which are deemed by the County Highway
Superintendent to be for the best interest of the public; and

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained
and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed
as follows:

ARTICLE 1. TERM

The services of the Town shall be effective for the winter season of 2021-2022, 2022-2023 and 2023-2024 (winter season generally runs from October through May).

ARTICLE 2. COMPENSATION

In consideration of the snow and ice services to be performed by the Town, the County agrees to pay the following sum to the Town for all services rendered on County Roads as described in Article 3.

Year	Rate for Regular Roads	Rate for Snowbelt Roads	Amount Paid to Town per Season
2021-2022	\$5,453	\$6,344	\$79,325
2022-2023	\$5,521	\$6,423	\$80,313
2023-2024	\$5,604	\$6,519	\$81,516

Further, payment is to be made in two monthly installments, that being, January and April of each year. Certificates of Insurance satisfying the described limits must be on file before the first payment will be made.

In addition to the above, the per mile, per year rate shall be modified from time to time according to the following adjustments:

Market Price of Diesel Fuel. The base price for the 50% #2 low Sulphur diesel (ULSD 2D Reg) and 50% Kerosene (ULSD 1D) shall be based on the average Clinton County Contract price for September 2021 or \$2.6312 per gallon. Each January 1st and April 1st, beginning January 1, 2022, the average Clinton County Contract price for the preceding month (December and March) shall be compared to the base price. For the first 50 cent difference between the two prices, the payment per mile shall be increased/decreased \$55.00 per mile per year. If the price difference is less than 50 cents, there shall be no adjustment. For each subsequent 50 cent difference between the two prices, the payment per mile shall be increased/decreased \$25.00 per mile per year. The rate per mile paid to the Town shall never be decreased below the base rate indicated above.

Example 1:

July 2021 Base price = \$2.33 per gallon

For January Payment

Avg. Price December 2021 = \$2.88 per gallon (Greater than \$0.50 difference)

Apply adjustment

January 2022 payment – Regular Rate: \$5,453 + \$55 Snowbelt Rate: \$6,344 + \$55

For April Payment

Avg. Price March 2022 = \$3.13 per gallon (\$0.50 greater than base price but less than \$1.00)

No additional adjustment

April 2022 payment – Use same rates as January 2022 payment

Example 2:

July 2021 Base price = \$2.33 per gallon

For January Payment

Avg. Price December 2021 = \$2.88 per gallon (Greater than \$0.50 difference)

Apply adjustment of \$55.00

January 2022 payment – Regular Rate: \$5,453 + \$55 Snowbelt Rate: \$6,344 + \$55

For April Payment

Avg. Price March 2022 = \$3.43 per gallon (Greater than \$1.00 difference)

Apply additional adjustment of \$25.00

April 2022 payment – Use same rates as January 2022 payment + \$25.00

ARTICLE 3. SERVICES TO BE PERFORMED

3.1. The Town does hereby undertake snow and ice control on County Roads, including bridges, within said Town, listed in the table below:

ROAD NAME	DESCRIPTION	CENTERLINE MILES*	
		REGULAR	SNOWBELT
Cmdr. Thomas Macdonough Hwy	State Route 9 - Ferry Terminal		5.25
Harney Bridge	Schuyler Falls Town Line - State Route 3	0.17	
Irish Settlement	Schuyler Falls Town Line - State Route 22	0.74	
Military Turnpike	State Route 3 - Schuyler Falls Town Line	1.98	
Rand Hill	State Route 3 - Trim Rd	1.80	
Salmon River	Schuyler Falls Town Line - State Route 22	0.48	
Tom Miller	State Route 190 - Plattsburgh City Line		2.81
	TOTAL:	5.17	8.06

The total miles to be subject to the provisions of this contract may change during the term of this contract or any extension hereof because of changes in the County Road System resulting from additions, abandonments, relocations, realignments or such other cause as may be deemed necessary by the County or it's Superintendent of Highways in the best interests of the County.

3.2. The Town, as an adjunct of the County in performing the function herein delegated to it by the County, shall clear such County highways from snow or ice, or snow and ice within the boundaries of such Town as designated by the County Highway Superintendent to the extent that the County Highway Superintendent may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County Highway Superintendent to be in the best interest of the public, such terms, performance standards are (a) included and attached hereto, (b) contained in this agreement as a part thereof, and (c) being subject to change or modification from time to time by the County Highway Superintendent as deemed necessary for the best interest of the public.

3.3. The Town shall (a) designate and hereby does designate the Town Highway Superintendent as the representative of the Town who shall be in responsible charge and shall have the supervision of the performance of the work under this agreement, (b) provide the necessary machinery, tools and equipment to perform the terms of this agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, (d) furnish any abrasive, chemicals or other materials at such locations and in such quantities as may be necessary, and (e) comply with all provisions of this contract.

3.4. The Town shall maintain a system of accounting and a form of accounts so that there shall be established and maintained a uniform method of bookkeeping, filing and rendering of accounts for the purpose of this particular agreement.

3.5. The Town agrees to perform such snow removal, sanding or otherwise treating of County Roads in a good, efficient and workmanlike manner in accordance with all Federal, State and local laws and regulations including but not limited to Commercial Motor Vehicle Driver drug and alcohol testing requirements and NYS Vehicle & Traffic Law.

ARTICLE 4. PERFORMANCE STANDARDS

4.1 GENERAL:

- a. The Town, through the Town Superintendent of Highways, who shall have authority to act for the Town, shall give constant attention to the work while it is in progress. The Town shall at all times employ labor and equipment which shall be sufficient to perform the work as specified herein.
- b. The Town shall conduct the work at all times with minimum interference with traffic.

4.2 SCOPE OF WORK:

- a. Under these standards it is intended that the pavements on all County highways shall be kept reasonably free from accumulation of snow and ice and that all County highways shall be kept open for the free and safe passage of highway traffic.
- b. Snow and ice control shall include all operations necessary to prevent the accumulation of snow and ice, together with the labor, equipment and materials necessary thereof, and shall include but not be limited to:
 - i. Preliminary preparations;
 - ii. Plowing during storm, widening following storms and the removal of snow and ice from the traveled way;
 - iii. Application of abrasives and chemicals;
 - iv. Communications and reports.

4.3 PRELIMINARY PREPARATIONS:

- a. Only skilled, capable and responsible workmen shall be employed with experienced supervisors in charge at all times. All equipment to be used shall be of proper type for the use intended and must be in first class condition and repair. Mechanical spreaders for abrasives and chemicals shall be used so far as is practicable. All trucks shall be equipped with adequate and distinctive warning lights and all trucks shall be fully equipped with all equipment mandated by the New York State Vehicle and Traffic Law, and applicable regulations.
- b. Care shall be exercised to preserve markers indicating location and extent to guard rails, culverts, curbs and other structures against damage and destruction.
- c. Abrasives or chemicals, if required, shall be on hand at all times to the extent necessary for immediate protection against any ice conditions that may occur.
- d. Sand for abrasives shall be clean, hard, sharp, and free from loam, clay or large frozen lumps, meeting the following specification: 100% passing the ¼" screen, 0-20% passing the #50 screen and 0-10% passing the #100 screen. Stockpiles shall be treated to prevent freezing using dry chemicals (rock salt). It is recommended that stockpiles be treated at a rate of 10:1 (or better) by volume (10 buckets of sand: 1 bucket of salt). If required, more chemical may be added to the abrasives at time of use. Weatherproof covers for stockpiles shall be used where practicable.

4.4 PLOWING SNOW:

- a. Plowing shall start as soon as practical giving due consideration to the intensity and duration of the storm. Plowing shall continue throughout the storm with plow blades set to clean the pavement unless storm conditions warrant leaving a brine-slush accumulation until the storm subsides. The snow shall be pushed back off the shoulders and into the ditches to make way for later snowfalls and to ensure that it melts down into the ditches.
- b. Care must be exercised not to obstruct public road approaches. No plowing shall be done on private driveways, entrances, parking areas or other private lands. No plowing shall be done with the plow facing traffic except at intersections.

4.5 ABRASIVES AND CHEMICALS:

- a. Sanding shall be done on hills, curves, intersections, and other places where icy conditions may cause dangerous driving conditions. It shall be done as soon as possible after icing begins, and it shall be coordinated with snow plowing to minimize loss of abrasives and to properly safeguard traffic.
- b. Abrasives shall be lightly and uniformly applied, using mechanical spreaders. Spreaders should be calibrated or other methods used so the operator will know the pounds of abrasives applied per mile for the different spreader control settings and gate settings. Abrasives shall be spread at a maximum rate of 750 pounds per lane mile. The rate may be increased by up to 20% for hills, curves and intersections and

decreased by up to 20% for tangent (straight) sections. Care must be taken to avoid throwing sand on passing cars. Repeat applications shall be made where hard ice, fast traffic or other conditions make them necessary.

c. Salt may be used without admixture for severe ice conditions or in cases where it will serve better than abrasives. To minimize environmental damage by salt, towns are cautioned to avoid excessive application rates of salt. Spreaders should be calibrated or other methods used so the operator will know the pounds of salt applied per mile for the different spreader control settings and gate settings. For normal conditions, salt application should not exceed 225 pounds per lane mile, and up to 350 pounds per lane mile for ice storms. Other conditions may require more or less salt.

4.6 COMMUNICATIONS AND REPORTS:

a. The Town agrees to complete daily log reports evidencing the work performed under this Agreement, a copy of which is attached hereto as **Exhibit B: Form SI-7**. Copies of the completed reports shall be submitted to the County at the completion of the snow and ice season.

ARTICLE 5. LEVEL OF SERVICE

Snow control will vary with traffic volume and other considerations. Regular level of service shall be provided on all County roads between 4:00 AM and 10:00 PM Monday through Friday. Modified level of service shall be provided on all County roads between 10:00 PM and 4:00 AM Monday thru Friday, and all day Saturday and Sunday.

SNOW CONTROL – REGULAR LEVEL OF SERVICE

County Roads	Accumulation at which plowing should begin "Inches"	Elapsed time after event end that full width of pavement should be cleared "Hours"
Cmdr. Thomas Macdonough Highway	1.00 to 3.00	2.0
Tom Miller Road	1.00 to 3.00	2.0
Irish Settlement Road	1.00 to 3.00	2.0
Spellman Road	1.00 to 3.00	2.0
Miner Farm Road	1.00 to 3.00	2.0
Picketts Corners Road	1.00 to 3.00	2.0
Plank Road	1.00 to 3.00	2.0
Bradley Pond Road	1.00 to 3.00	2.0
Ellenburg Center Road	1.00 to 3.00	2.0
All Other County Roads	2.00 to 3.00	3.0

SNOW CONTROL – MODIFIED LEVEL OF SERVICE

County Roads	Accumulation at which plowing should begin "Inches"	Elapsed time after event end that full width of pavement should be cleared "Hours"
Cmdr. Thomas Macdonough Highway	1.50 to 3.50	3.0
Tom Miller Road	1.50 to 3.50	3.0
Irish Settlement Road	1.50 to 3.50	3.0
Spellman Road	1.50 to 3.50	3.0
Miner Farm Road	1.50 to 3.50	3.0
Picketts Corners Road	1.50 to 3.50	3.0
Plank Road	1.50 to 3.50	3.0
Bradley Pond Road	1.50 to 3.50	3.0
Ellenburg Center Road	1.50 to 3.50	3.0
All Other County Roads	2.50 to 3.50	4.0

ARTICLE 6. TERMINATION

6.1. In the event that the County Highway Superintendent shall deem the work of control of snow and ice performed by the Town inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the County Highway Superintendent may, by written notice, cancel the Agreement, and any payments herein provided by the County shall cease. Any such written notice shall become effective at the expiration of thirty (30) days after the County Highway Superintendent shall have mailed a copy thereof to the clerk or other official who performs duties of a clerk in such Municipality. The County Highway Superintendent shall thereupon perform the work in such manner as, in the County Highway Superintendent's judgment, shall be for the best interest of the public.

6.2. The County reserves the right to correct any condition that in any way does not meet the requirements of this agreement, and remove snow and ice and charge the cost back to the Town.

6.3. At all times during the terms of this Agreement, the County agrees to maintain in effect its "Prior Notice Law" and that the County upon receipt of any notices concerning hazardous snow and ice conditions on County Roads within the Town will deliver same immediately to the Town Highway Superintendent and Town Clerk.

ARTICLE 7. INDEMNIFICATION

To the fullest extent permitted by law, the Town agrees that it will, at its own expense, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, causes of action, suits, judgments, fees, attorney's fees and disbursements or losses arising directly or indirectly out of the performance or failure to perform or any act, omission or negligence by the Town, its employees or agents or third parties under the direction or control of the Town; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising

out of this Agreement and to bear all other costs and expenses related thereto. The County agrees that it shall provide timely notice to the Town of any claim, action of proceeding, which may be filed or commences against the County by reason of the performance of such work.

ARTICLE 8. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Town is and shall in all respects be considered an independent contractor. The Town, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Clinton County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

ARTICLE 9. NO ASSIGNMENT WITHOUT CONSENT

The Town shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

ARTICLE 10. MODIFICATION

There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing by authorized officers and/or representatives of both parties. The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.

ARTICLE 11. VENUES AND DISPUTES

In the event of any question or dispute arising between the parties as to the interpretation of any term or condition of this Agreement, or with respect to any matter of compliance or non-compliance with the terms of this Agreement, resolution shall be governed by the Laws of the State of New York and the parties agree that such question or dispute shall be determined by the Supreme Court of the County of Clinton.

ARTICLE 12. CONTRACT REQUIREMENTS:

Attached and made a part of this Agreement are Clinton County's Contract Requirements including its Insurance Requirements.

IN WITNESS WHEREOF, this Agreement has been approved and the parties have executed this Agreement in three (3) copies the day and year first above written.

TOWN OF PLATTSBURGH:

Michael Cashman, Town Supervisor

Date

Timothy Dubrey, Highway Superintendent

Date

HIGHWAY DEPARTMENT:

Karl T. Weiss, P.E.
Highway Superintendent

Date

CERTIFICATES OF INSURANCE APPROVED:

Kimberly M. Kinblom
Deputy County Administrator

Date

COUNTY ATTORNEY:

Jacqueline M. Kelleher, Esq.

Date

COUNTY OF CLINTON:

Mark R. Henry
Chairperson, Clinton County Legislature

Date

SCHEDULE A

GENERAL INSURANCE REQUIREMENTS

CLINTON COUNTY

October, 2019

INSURANCE: Prior to commencement of any work under this contract and until completion and final acceptance of the work, the Contractors and Subcontractors shall, at their own expense, maintain the following insurance on its own behalf, and furnish Clinton County with certificates of insurance evidencing the same and reflecting the effective date of such coverage as follows:

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance, set forth below, as will protect the Contractor from claims which may arise out or result from the Contractor's operations and completed operations under the Contract with Clinton County and for which the Contractor maybe legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Workers' Compensation Insurance:** Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance and employer's liability insurance for all of the Contractor's employees employed at the site of the project. This includes sole proprietorships and officers of corporations who will be performing work on the job. **PROOF OF WORKER'S COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:**

- a) If coverage is obtained from an insurance carrier, on forms C-105.2 OR U-26.3
- b) if contractor/vendor is self-insured or participates in an authorized group self-insurance plan, on forms SI-12 OR GSI-105.2

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation insurance.

If the Contractor is legally exempt from obtaining workers' compensation insurance, proof of such exemption **MUST BE PROVIDED** on the following form:

- a) CE-200, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

- B. New York State Disability Benefits:** Contractor shall maintain coverage as required by law for disability benefits. **PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:**

- a) If coverage is obtained from an insurance carrier, on forms DB-120.1 OR DB-820/829
- b) if contractor/vendor is self-insured, on form DB-155

**Kimmel Services LLC
d.b.a. Kimmel Web Services
15 Duke Ave
Cadyville, NY 12918**

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

AGREEMENT made this 1st day of January, 2022, by and between the Town of Plattsburgh, with its principal place of business at 151 Banker Road, Plattsburgh, New York 12901 (hereinafter "Town") and Kimmel Services LLC d.b.a. Kimmel Web Services, with an office and place of business at 15 Duke Ave, Cadyville, NY.

Purpose: The Town wishes to retain the services of Kimmel Web Services to perform Web Site Management and upgrades relative to the Town's business, and Kimmel Web Services is willing to provide such services as well as desk-side/user support or PC/Server repair as requested.

Scope of Services: Kimmel Web Services will provide the services of Website Management and Updates from all departments and any other related tasks as requested and appropriate.

Rates for Services: Town agrees to pay Kimmel Web Services at an Hourly Rate of \$60 an Hour with a minimum rate of \$1.00 per occasion calculated in one-minute increments for actual time spent to provide the requested service.

Methods of Contact: Kimmel Web Services requires that only Town Designated Department Heads, the Town Supervisor or the Town Board contact and coordinate with Kimmel Web Services directly for support requests. Dave Kimmel can be contacted via the following methods:

Cell Phone: (810) 955-4476 Email: dan@kimmelservices.com, invoices@kimmelservices.com
Office: (518) 293-5034

Expectations of Service: Kimmel Web Services will respond to requests for updates to the Town Website for minutes, meeting agendas, text changes, newsletter updates etc. These updates will be performed within 1-3 days of receiving new documents or as driven by Town needs or statutory requirements. These documents should be sent via email by Department Head or their designated representative indicating if the request is time sensitive, Agenda Items, Text Changes, Newsletter, etc. to help facilitate a timely response.

Any concerns or issues with the timeliness of services being performed should be referred to Kimmel Web Services through above mentioned methods of contact.

David J. Kimmel and Kimmel Web Services is qualified, certified and able to provide or render the SERVICES described above.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree, by and between themselves as follows:

1. **RETAINER:** Kimmel Web Services is hereby retained by the TOWN as an independent contractor. The term of this AGREEMENT shall begin January 1, 2022 and continue through December 31, 2022.
2. Kimmel Web Services **shall perform** the SERVICES described above, and all such SERVICES shall be the responsibility of Kimmel Services.
3. David J. Kimmel **warrants** that he is under no obligation to any other entity that in any way conflicts with this Agreement, that he is free to enter into this Agreement and may be under

obligation to consult for others in fields covered by the Scope of Services. Kimmel Services may, during the term of this Agreement, perform consulting services for others inside or outside of the field of the Scope of Services.

4. **INDEPENDENT CONTRACTOR:** Kimmel Web Services is an independent contractor, not an employee of the TOWN and is not entitled to: participation in any benefit plan provided to the employees of the TOWN; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of the TOWN.

5. **PAYMENT:** Kimmel Web Services agrees to submit an invoice describing the SERVICES performed for the Town on a monthly basis. Payment for said invoice is payable within 15 days of submission.


6. **TERMINATION:** This Agreement may be terminated by the Town or Kimmel Web Services on thirty (30) days advance written notice. The Town will be responsible for payment of services requested during the 30-day termination period. Final payment for all services rendered will be issued within 15 days of termination date.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 1st day of January, 2022.

By:

Michael S. Cashman
Supervisor, Town of Plattsburgh

By:



David J. Kimmel
President, Kimmel Services
d.b.a. Kimmel Web Services



**TOWN OF PLATTSBURGH
PLANNING & COMMUNITY
DEVELOPMENT**

TREVOR COLE, AICP, SENIOR PLANNER

JESSICA KOGUT, PLANNER

MICHELE BUCKMINSTER, SECRETARY

151 BANKER ROAD PLATTSBURGH, NEW YORK 12901-7307

(518) 562-6850

The Town is an equal opportunity provider and employer.

*Michael Cashman
Supervisor*

*Chuck Kostyk
Deputy Supervisor
Councilperson*

November 30, 2021

TO: Honorable Michael Cashman and
Members of the Town Board

RE: Adirondack Federal Credit Union Site Plan & Special Use Permit 2020
Request for Refund of 3% Construction Deposit

Dear Mr. Cashman and Town Board Members:

The Planning & Community Development Department is requesting the 3% construction deposit, which we are holding for the Adirondack Federal Credit Union Site Plan & Special Use Permit 2020, to be released. The amount for the deposit placed on file is \$1,534.09. All requirements for this project are complete therefore it is no longer necessary to hold the deposit. We recommend this deposit in the amount of \$1,532.09 plus accrued interest be refunded to Adirondack Federal Credit Union.

If you have any questions regarding the above, please contact the Planning & Community Development Office at the Town of Plattsburgh.

Sincerely yours,

Trevor Cole, AICP
Senior Planner

Rick Rascoe

From: Eric Ficociello <ericf@huttigcdjr.com>
Sent: Monday, November 29, 2021 10:47 AM
To: Rick Rascoe

The Fisher 7' Poly-Caster sander is \$6400.00 installed. I would have to order it, and it may be two months or longer to come in.
thank you

Eric Ficociello

Parts Advisor

Huttig Chrysler Dodge Jeep Ram
4651 Route 9
Plattsburgh, NY 12901
(518) 563-3587
Fax: (518) 563-3901

Proc
1025-2000

TAYLOR RENTAL & PARTY PLUS
550 STATE ROUTE 3
108 HAMMOND LANE
PLATTSBURGH, NY 12901
PHONE: (518) 324-5100

PAGE NO 1

NO RETURN ON
SPECIAL ORDER ITEMS.

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
1024	000			NET 30	ROSSM	11/23/21 10:02

SOLD TO:
TOWN OF PLATTSBURGH
151 BANKER ROAD

PLATTSBURGH NY 12901
518-562-6800

SHIP TO:

EXP. DATE: 12/23/21

TERMINAL: 567

SALESPERSON: RM ROSS MCCALLISTER
TAX: NT NON TAXABLE

ESTIMATE: 256081/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		1	EA	VBS15160C	V-BOX SPREADER, 6500, PINTLE, 18+ MFG part# VBS15160C **ALL PARTS AND INSTALLATION INCLUDED**	8320.00	1	7200.00 /EA	7,200.00 N
2									
3									

REPRINT

(TOWN OF PLATTSBUR)

TAXABLE	0.00
NON-TAXABLE	7200.00
SUBTOTAL	7200.00

TAX AMOUNT	0.00
TOTAL	7200.00

TOT WT: 0.00

X _____
Received By

Rick Rascoe

From: Plattsburgh Spring <info@plattsburghspring.com>
Sent: Monday, November 29, 2021 3:12 PM
To: Rick Rascoe
Subject: Re: Spreader Quote

Hi Rick,

The quote before was wholesale (not installed). The pricing changes when we install them, and following is the pricing you requested:

SHPE1500 (Standard Chute) - \$5100.00, plus truck freight SHPE1500X (Extended Chute) - \$5250.00, plus truck freight

Labor is approx \$750.00, and \$250-\$500 for Cribbing and Misc parts.

And there is still no ETA on these.

I'm sorry!
Dana
Plattsburgh Spring, Inc.
1-877-448-2448

On Tuesday, November 23, 2021, 09:53:03 AM EST, Plattsburgh Spring <info@plattsburghspring.com> wrote:

Thank you for your inquiry!

Following is the pricing you had requested:

SHPE1500 (Standard Chute) - \$4600.00, plus truck freight (not installed) SHPE1500X (Extended Chute) - \$4730.00, plus truck freight (not installed)

Attached is a link to this particular spreader:

<https://www.buyersproducts.com/product/1849-shpe1500?searchTerm=SHPE1500>

Unfortunately, when I called to get a lead time they could not give me one.

I'm sorry!

Thank you,
Dana
Plattsburgh Spring, Inc.
1-877-448-2448