

**TOWN OF PLATTSBURGH  
TOWN BOARD SEMI-MONTHLY MEETING  
April 18, 2024**

The meeting was called to order at 6:00 p.m. by the presiding officer at the Town Hall on Banker Road. Pledge.

<b>MEMBERS:</b>	<b><u>PRESENT</u></b>	<b><u>ABSENT</u></b>
<b>Michael S. Cashman, Supervisor</b>	x	
<b>Thomas E. Wood, Councilor</b>	x	
<b>Barbara E. Hebert, Councilor</b>		x
<b>Charles A. Kostyk, Councilor</b>	x	
<b>Dana M. Isabella, Councilor</b>	x	
<b>Kathryn B. Kalluche, Town Clerk</b>	x	
<b>James J. Coffey, Town Attorney</b>	x	

**Resolution No. 024-099**

**Approve Minutes of the Previous Meeting**

**RESOLVED**, that the minutes of **March 7, 2024** and **March 14, 2024** be approved, and the reading of the minutes be dispensed with.

**Motion: Dana M. Isabella**  
**Seconded by: Thomas E. Wood**  
**Discussion: None**

	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Absent</u></b>	<b><u>Carried</u></b>	<b><u>Tabled</u></b>
<b>Thomas E. Wood</b>	x			x	
<b>Barbara E. Hebert</b>			x		
<b>Charles A. Kostyk</b>	x				
<b>Dana M. Isabella</b>	x				
<b>Michael S. Cashman</b>	x				

**Public Comment - None**

**Resolution No. 024-100**

**Abstract 4B- 24**

**RESOLVED**, that the abstract of audited claims **No. 4B-24** for \$271,853.32, **Abstract 4B-24** prepays for the amount \$221,199.24 be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

**Motion: Dana M. Isabella**  
**Seconded by: Thomas E. Wood**  
**Discussion: Thomas E. Wood**

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
<b>Thomas E. Wood</b>	x				
<b>Barbara E. Hebert</b>			x		
<b>Charles A. Kostyk</b>	x				
<b>Dana M. Isabella</b>	x				
<b>Michael S. Cashman</b>	x				

**Resolution No. 024-101**

**Establishment of Standby/On-Call Compensation Model for Town of Plattsburgh Codes Officers**

**WHEREAS**, the Codes Officers of Town of Plattsburgh play a crucial role in ensuring compliance with municipal codes and regulations, safeguarding public safety, and maintaining community standards; and

**WHEREAS**, standby/on-call duties are an integral part of the responsibilities of Codes Officers, requiring them to be readily available to respond to emergencies, or other situations that may arise outside of regular working hours; and

**WHEREAS**, it is imperative to establish a fair and consistent compensation model for standby/on-call duties that appropriately recognizes the dedication and availability of Codes Officers while aligning with best practices; and

**WHEREAS**, this compensation model aims to establish equitable standby/on-call compensation practices for Codes Officers, consolidating best practices gleaned from the Office of the State Comptroller, and consultation with Public Sector HR Consultants LLC; therefore, be it

**RESOLVED**, the Standby/On-Call Compensation Model addresses the specific dynamics of the Code Department, recognizing the unique nature of their responsibilities, operational requirements, as well as staffing; and, it is further

**RESOLVED**, the Town Board hereby adopts the Standby/On-Call Compensation Model for Codes Officers dated April 18, 2024 as attached, aiming to establish equitable compensation practices and ensuring fairness and consistency in standby/on-call compensation practices for non-union municipal employees, effective April 21, 2024; and, it is further

**RESOLVED**, the effectiveness of the Standby/On-Call Compensation Model shall be subject to periodic review and evaluation by Personnel Committee to assess its impact, address any concerns, and make necessary adjustments as deemed appropriate: and, be it further

**RESOLVED**, that a copy of this Resolution be given to the Finance Manager and the Codes Department Officers.

**Motion: Dana M. Isabella**

**Seconded by: Thomas E. Wood**

**Discussion: Michael S. Cashman, Charles A. Kostyk**

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

**Resolution No. 024-102**

**Renewal of Shared Services Agreement between Towns of Plattsburgh and Ellenburg for Plattsburgh Community Mausoleum**

**WHEREAS**, the Town of Ellenburg includes a crematory and stand-alone mausoleum in the Town of Ellenburg and we are desirous of help with services held at the Plattsburgh Community Mausoleum; and

**WHEREAS**, the Towns of Plattsburgh and Ellenburg wish to enter into an Agreement to formalize the terms, conditions and obligations of each Town; now; therefore, be it,

**RESOLVED**, that, after review by the Town Attorney, the Supervisor is duly authorized and empowered to execute the attached Agreement on behalf of the Town of Plattsburgh; and be it further,

**RESOLVED**, that a copy of this Resolution be given to the Town Clerk, Finance Manager, and Town of Ellenburg Supervisor.

**Motion: Charles A. Kostyk**

**Seconded by: Thomas E. Wood**

**Discussion: None**

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

**Resolution No. 024-103**

**Services Agreement Between Mitchell Maggy and the Town of Plattsburgh**

**WHEREAS**, the Town of Plattsburgh has the Plattsburgh Community Mausoleum in which entombment services from a Licensed Funeral Director are required; and

**WHEREAS**, Mitchell Maggy has the necessary qualifications and has agreed to perform entombment services on behalf of the Town for the sum of \$400 for each interment and/or removal; and

**WHEREAS**, Mr. Maggy has also agreed to help install/remove bronze plaques as needed for an additional charge of \$200 for the first installation and \$50 for any additional install/removal occurring at the same time; therefore be it

**RESOLVED**, that after the Town Attorney’s review, the Supervisor be authorized to sign said Agreement between Mitchell Maggy and the Town, to furnish and perform services which are the subject of the attached Agreement.

**Motion: Charles A. Kostyk**  
**Seconded by: Thomas E. Wood**  
**Discussion: None**

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

**Resolution No. 024-104**

**Resignation of Greg Burnell as Motor Equipment Operator Mechanic (MEOM) in the Highway Department**

**WHEREAS**, Mr. Greg Burnell has submitted a letter of resignation from his position of Motor Equipment Operator Mechanic (MEOM) effective December 31, 2023, in order to fill the vacancy of Highway Superintendent (elected official); therefore be it

**RESOLVED**, that the Town of Plattsburgh Town Board, with appreciation, accept Mr. Burnell’s letter of resignation as MEOM in the Highway Department; and be it further

**RESOLVED**, that a copy of this resolution be given to the Finance Manager and be put in his personnel file.

**Motion: Dana M. Isabella**  
**Seconded by: Charles A. Kostyk**  
**Discussion: Michael S. Cashman**

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
<b>Thomas E. Wood</b>	x				
<b>Barbara E. Hebert</b>			x		
<b>Charles A. Kostyk</b>	x				
<b>Dana M. Isabella</b>	x				
<b>Michael S. Cashman</b>	x				

**Resolution No. 024-105**

**Authorization to Enter into a Lease Agreement for Automate Sports Field Line Striping Machine**

**WHEREAS**, Mr. Mike Drew, Building and Grounds Superintendent, has requested the Town enter into a lease agreement with Turf Tank for an automated sports field line striping machine; and

**WHEREAS**, the lease term will be for one year at a cost of \$12,696.00, which includes 180 gallons of striping paint; therefore, be it

**RESOLVED**, that the Town Board does hereby authorize the Supervisor to execute the attached Agreement; and, be it further

**RESOLVED**, that a copy of this Resolution be given to the Building and Grounds Superintendent and Finance Manager.

**Motion to Table this Resolution: Dana M. Isabella**  
**Seconded by: Thomas E. Wood**  
**Discussion: Thomas E. Wood, Dana M. Isabella, Charles A. Kostyk**

<b>Roll Call to Table Resolution:</b>	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
					x
<b>Thomas E. Wood</b>	x				
<b>Barbara E. Hebert</b>			x		
<b>Charles A. Kostyk</b>	x				
<b>Dana M. Isabella</b>	x				
<b>Michael S. Cashman</b>	x				

**Resolution No. 024-106**

**Zoning Map Amendment SEQRA Review & Determination 2024**

**TOWN ZONING MAP AMENDMENT-** Consideration of a zoning amendment for parcels 245.-4-22.11, 245.-4-40.1, 245.-4-41, and 245.-4-16.2 located on Route 22, Salmon River Road,

and Superior Drive, changing the existing zoning district of said parcels from Residential (R2) to Industrial (I); and

**WHEREAS**, at its regularly scheduled meeting on March 16, 2023 the Town Board of the Town of Plattsburgh (the “Town Board”) received and placed on file a zoning map amendment petition from Schluter Systems Inc. requesting an amendment of the existing zone classification of the previously said parcels from Residential (R2) to Industrial (I) (the “Zoning Amendment”); and

**WHEREAS**, pursuant to Article XIII, Section 13.3 of the Town of Plattsburgh Zoning Ordinance, all proposed zoning amendments originating by petition or by motion shall be referred to the Town of Plattsburgh Planning Board (the “Planning Board”) for a report and recommendation thereon; and

**WHEREAS**, the Planning Board did submit its report to the Town Board within forty five (45) days of receipt of such referral in accordance with the provisions of said Zoning Ordinance; and

**WHEREAS**, the Town board considered the Zoning Amendment and the recommendations contained in the report of the Planning Board and found merit in the consideration of a zoning map amendment; and

**WHEREAS**, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations promulgated thereto at 6 NYCRR Part 617 (collectively referred to as “SEQRA”), the Town Board is required to conduct a review of the Zoning Amendment in order to determine if it presents a potential significant adverse environmental impact; and

**WHEREAS**, on August 17, 2023 via Resolution No. 023-185 the Town Board did declare the proposed amendment to be a Type I action for a zoning amendment that proposes to affect more than 25 acres, and declared the intent to act as Lead Agency for purposes of conducting a coordinated review of the Zoning Amendment pursuant to SEQRA; and

**WHEREAS**, consent for the Town Board to serve as Lead Agent was granted by New York State Department of Environmental Conservation and the Town of Plattsburgh Zoning Board of Appeals, and

**WHEREAS**, said Part 617 of the Environmental Conservation Law provides for an involved agency to review any action for the purpose of determining the effect of said action on the environment; and

**WHEREAS**, said determination of the effect of said action on the environment will be necessary to determine whether a Draft Environmental Impact Statement (DEIS) is required; and

**WHEREAS**, the Town Board is considered an involved agency in accordance with State Laws for the purpose of assessing the effect of these zoning ordinance and map amendments on

the environment and whether or not said effect is significant enough to warrant the preparation of a Draft Environmental Impact Statement (DEIS); and

**WHEREAS**, the Town Board has previously declared the zoning map amendments to be a Type I Action and a coordinated review was conducted; and

**WHEREAS**, the Town Board has identified the relevant areas of environmental concern, has taken a hard look at these areas, and has made a reasoned elaboration of the basis for its determination; and

**WHEREAS**, pursuant to Article XVII, Section 17.4 of the Town Zoning Ordinance and Section 264 and 265 of New York Town Law shall refer a full statement of the Zoning Amendment and map to the Clinton County Planning Board

**WHEREAS**, the Clinton County Planning Board was provided a copy of the proposed Zoning Map amendment and Findings and Recommendations Report of the Planning Board, and did, by a 7-0 vote on April 3, 2024, approve the General Municipal Law Section 239-m referral number 24-24 without comment; and

**WHEREAS**, the Town Board duly called for a public hearing for the consideration of the aforesaid amendment and gave due notice thereof as required by law; and

**WHEREAS**, said public hearing was held by this Town Board at the Town Hall at 151 Banker Road, Plattsburgh, New York, on the April 11<sup>th</sup>, 2024 at 6:05 P.M.; at which time the proposed Zoning Ordinance amendment and SEQRA materials were available;

**NOW THEREFORE BE IT, RESOLVED**, that the Town Board, in consideration of the following:

- Planning Board Report and Recommendations dated April 18, 2023
- The review of part 1 and the completion of parts 2 and 3 of the EAF Long Form (herein SEQRA documentation)
- Comments made at the public hearing on April 11<sup>th</sup>, 2024
- Written public comments submitted to the Town in absentia
- Staff Review and Recommendation dated April 16<sup>th</sup>, 2024
- Review of other related materials,

The Town Board hereby accordingly issues a **Negative Declaration** of environmental significance for the proposed zoning map amendment under the following conditions:

*Zoning map amendment shall be for portions of parcels 245.-4-22.11, 245.-4-40.1, 245.-4-41, and 245.-4-16.2 located on Route 22, Salmon River Road, and Superior Drive, changing the existing zoning district of said parcels from Residential (R2) to (I\*) as depicted on the draft map titled "Parcels 245.-4-22.11, 245.-4-40.1, 245.-4-41, and 245.-4-16.2 To Be Considered for Zone Change From R2 to I\*"; and*

*A 100' buffer of R2 zone shall remain along the north, south, and west boundaries as shown on the aforementioned map; and*

*This specific proposed area of I- Industrial will be described as I\* and will not include concrete and asphalt manufacturing in the list of allowed uses; and be it further*

**RESOLVED**, that the Town Board of the Town of Plattsburgh does hereby authorize and direct the Supervisor to complete, and have prepared, and to execute a “Notice of No Significant Environmental Impact” (NEGATIVE DECLARATION) for this proposed zoning map amendment and, be it further

**RESOLVED**, that the “Notice of No Significant Environmental Impact” (NEGATIVE DECLARATION), and all related material shall be maintained on file at the Town Offices of the Town Board and available for Public Inspection, and, the reasons for the decision are stated in the attached negative declaration; and, be it further

**RESOLVED**, that a copy of this Resolution be given to the Town Clerk, and Planning Department.

**Motion: Dana M. Isabella**

**Seconded by: Charles A. Kostyk**

**Discussion: Michael S. Cashman, Thomas E. Wood**

<b>Roll Call:</b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Absent</u></b>	<b><u>Carried</u></b>	<b><u>Tabled</u></b>
				<b>x</b>	
<b>Thomas E. Wood</b>	<b>x</b>				
<b>Barbara E. Hebert</b>			<b>x</b>		
<b>Charles A. Kostyk</b>	<b>Abstain</b>				
<b>Dana M. Isabella</b>	<b>x</b>				
<b>Michael S. Cashman</b>	<b>x</b>				



**Standby/On-Call Compensation Model for Codes Officers  
Adopt April 18, 2024**

*This compensation model aims to establish equitable standby/on-call compensation practices for Codes Officers, consolidating best practices gleaned from the Office of the State Comptroller, and consultation with Public Sector HR Consultants LLC.*

**Employee Composition:**

- 1 Salaried Employee (Non Union)
- 2 Hourly Employees (Non Union)

**Standby/On-Call Compensation Calculation:**

Salaried Employee

- Determine hourly rate by dividing regular annual salary by 2080 hours.
- Calculate the daily rate by multiplying the hourly rate times 8 hours.
- Determine the standby rate by multiplying the daily rate time predetermined percentage (15%).
- Multiply the daily standby rate by the number of standby shifts (1 shift = 8 hours) required to be on standby.
- Maximum shifts per day: 3
- Anticipated shifts per pay period: 16

Hourly Employees

- Calculate the daily rate by multiplying the hourly rate times 8 hours.
- Determine the standby rate by multiplying the daily rate time predetermined percentage (15%).
- Multiply the daily standby rate by the number of standby shifts (1 shift = 8 hours) required to be on standby.
- Maximum shifts per day: 3
- Anticipated shifts per pay period: 16

**Recall:**

All eligible employees can receive recall pay in addition to standby/on-call pay.

**Schedule:**

The Codes Department will continue to publish a Standby/On-Call schedule based on the town's normal workweek of Sunday to Saturday. The Standby/On-Call schedule will be shared with the

Town Supervisor, Deputy Supervisor, Business Office and local agencies. This will ensure a standardized distribution of shifts per employee.

**Conclusion:**

This model ensures fairness and consistency in standby/on-call compensation practices for non-union municipal employees, considering factors such as salary, hourly wages, and predetermined percentages. By incorporating these best practices, the municipality can effectively compensate employees for their availability and readiness to return to duty when required. This model address the specific dynamics of the Code Department.

The effectiveness of the Standby/On-Call Compensation Model shall be subject to periodic review and evaluation by Personnel Committee to assess its impact, address any concerns, and make necessary adjustments as deemed appropriate.

## INTERMUNICIPAL AGREEMENT

This Agreement is made as of the \_\_\_\_ of \_\_\_\_\_ 2024 by and between the TOWN OF PLATTSBURGH, Clinton County, New York (“Plattsburgh”), acting through its elected Town Board, and the TOWN OF ELLENBURG, Clinton County, New York (“Ellenburg”), acting through its elected Town Board, and

**WHEREAS**, Plattsburgh and Ellenburg are neighboring municipalities desirous of sharing specific mausoleum and cemetery services which will benefit residents of both municipalities and improve fiscal outlook and the environment shared by these communities; and

**WHEREAS**, the Towns of Plattsburgh and Ellenburg are desirous of sharing services they had previously not provided and that have now been thrust on them by the actions of the State of New York; and

**WHEREAS**, the Plattsburgh and Ellenburg were contacted by representatives of the State of New York’s Division of Cemeteries in 2015, indicating that following a multitude of financial and management issues, Whispering Maples Memorial Gardens, Inc. (“Whispering Maples”) had been declared abandoned by the State of New York; and

**WHEREAS**, Whispering Maples includes a crematory and stand-alone mausoleum in the Town of Ellenburg and a stand-alone Mausoleum in the Town of Plattsburgh; and

**WHEREAS**, under New York State Town Law §291, abandoned cemeteries become the wards of the municipalities in which they are located providing the towns with no choice in this matter; and

**WHEREAS**, in July 2015 the New York State Division of Cemeteries indicated that Whispering Maples was immediately being turned over to the Towns of Plattsburgh and Ellenburg; and

**WHEREAS**, Plattsburgh and Ellenburg began to immediately work together to protect the taxpayers of their communities and the families of those interred at Whispering Maples; and

**WHEREAS**, Ellenburg has the staff and resources to help provide some services for the Town of Plattsburgh Community Mausoleum; and

**WHEREAS**, Plattsburgh and Ellenburg have collaborated on and cooperated in this effort to best meet the needs of their respective communities; and

**WHEREAS**, Plattsburgh and Ellenburg wish to enter into this Agreement to formalize the terms, conditions and obligations of each Town with respect to above-described mausoleum and interment services;

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1. The intent and purpose of this Agreement is to set forth the basic terms of the arrangement between the Towns of Plattsburgh and Ellenburg so that Ellenburg Mausoleum and Crematory and the Town of Plattsburgh Community Mausoleum can effectively serve the residents of both Towns. This Agreement is necessary to provide some entombment and interment of remains in the Town of Plattsburgh Community Mausoleum by the Town of Ellenburg Staff.

Section 2. Ellenburg hereby grants consent and authorization to provide Plattsburgh with Ellenburg Mausoleum and Crematory staff or agents of the Town of Ellenburg to provide entombment and interment services as needed at the Town of Plattsburgh Community Mausoleum as such services are necessary to inter remove the human remains of crypt and niche owners of the Town of Plattsburgh Community Mausoleum. This section shall be subject to the rules and regulations of the facility as provided to the Town of Ellenburg by the Town of Plattsburgh pursuant to the terms of this Agreement and all applicable state laws, rules and regulations.

Section 3. Plattsburgh shall have the responsibility and obligation to pay Ellenburg for each entombment or interment within sixty days of the presentation of voucher for such services from Ellenburg in the amount of \$500.00 per entombment or interment.

Section 4. Plattsburgh shall have the responsibility and obligation to pay Ellenburg for each removal of a decedent's entombed remains from the Town of Plattsburgh Community Mausoleum within sixty days of the presentation of voucher for such services from Ellenburg in the amount of \$500.00 per removal. Plattsburgh will charge each consumer the full charge for any other funeral or product services related to the removal and may reimburse Ellenburg for those charges contracted for on behalf of Plattsburgh provided such authorization is provided in writing by the Town of Plattsburgh in advance of need.

Section 5. Plattsburgh shall provide a casket lift for the use of the designated agents of the Town of Ellenburg for the entombment and interment of remains at Town of Plattsburgh Community Mausoleum. Should such lift be inoperable or unavailable, the Town of Ellenburg or their agents shall utilize their lift at the Town of Plattsburgh Community Mausoleum. The cost for transport and usage by the Town of Ellenburg in such circumstances shall be \$100 which shall be paid directly by the parties contracting use of the crypt or niche space at the Town of Plattsburgh Community Mausoleum. The Town of Ellenburg or their agents shall notify in writing, the Town Clerk of the Town of Plattsburgh, in the event that such substitution and transportation is necessary.

Section 6. Ellenburg hereby agrees to notify Plattsburgh within twenty-four hours of any conditions occurring during an entombment or interment that will require repair or notification to crypt or niche owners and may impact further entombments or interments at the mausoleum facility.

Section 7. Ellenburg hereby agrees to provide a safe and clean work space during any entombment and interment and will clean and restore the areas utilized for such activities.

Section 8. This Agreement shall terminate April 31, 2026 and may be renewed or extended by the parties.

Section 9. Both parties to this agreement understand that the fees set forth above may be modified to account for tasks that have unanticipated requirements.

Section 10. This Agreement represents the entire agreement between the parties and may only be changed, modified or supplemented by a writing executed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this instrument by their Supervisors and caused their official seals to be affixed pursuant to resolutions adopted by their Town Boards, copies of which are annexed hereto.

TOWN OF PLATTSBURGH

Date \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Michael S. Cashman, Supervisor

TOWN OF ELLENBURG

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Jason Dezan, Supervisor



**PLATTSBURGH COMMUNITY MAUSOLEUM SERVICES AGREEMENT**

This Agreement is made as of 18<sup>th</sup> day of April, 2024 by and between the TOWN OF PLATTSBURGH, Clinton County, New York ("Town"), acting through its elected Town Board, and Mitchell Maggy, a licensed funeral director, and

WHEREAS, Mitchell Maggy has agreed to perform entombment/disinterment services on behalf of the Town for the sum of \$400 for one particular individual/service occurring during the hours of 8am and 3pm Monday through Friday and \$600 for weekends if he is available; and

WHEREAS, Mitchell Maggy has agreed to affixing or removing bronze plaques to the granite crypt/niche front as needed and directed by the Town Clerk for the sum of \$200 for the first plaque plus an additional \$50 for plaque adjustments occurring at the same time for the same family/space. This also includes returning to the Mausoleum to ensure the remnants from the supplies used are cleaned from the surfaces; and

WHEREAS, Mitchell Maggy has provided the Town with a certificate of Liability Insurance in the amount of \$1,000,000 that lists the Town of Plattsburgh as additional insured; now therefore the parties hereby agree as follows:

Section 1. The Town of Plattsburgh shall pay Mitchell Maggy said sum thirty days after the completion of his services.


Section 2. Mr. Maggy agrees that he is not an employee of the Town and is an independent contractor.

Section 3. A copy of Mr. Maggy's Certificate of Liability Insurance is attached and made a part of this contract.


Section 4. This Agreement represents the entire agreement between the parties and may only be changed, modified or supplemented by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this instrument by the Town Supervisor and Mitchell Maggy and have caused their signatures to be affixed pursuant to a resolution adopted by the Town Board, a copy of which is annexed hereto.

Date April 19, 2024

  
\_\_\_\_\_  
Michael S. Cashman, Supervisor, Town of Plattsburgh

Date April 19, 2024

  
\_\_\_\_\_  
Mitchell Maggy, Licensed Funeral Director





**RESOLVED**, that this Town Board meeting be adjourned at 6:27 PM.

**Motion by: Dana M. Isabella**

**Seconded by: Charles A. Kostyk**

**Discussion: None**

	<u>Yes</u>	<u>No</u>	<u>Carried</u>
			x
<b>Thomas E. Wood</b>	x		
<b>Barbara E. Hebert</b>	Absent		
<b>Charles A. Kostyk</b>	x		
<b>Dana M. Isabella</b>	x		
<b>Michael S. Cashman</b>	x		

Minutes Respectfully Submitted by:

Katie Kalluche, Town Clerk

