

**TOWN OF PLATTSBURGH TOWN BOARD
WORK SESSION AGENDA
January 9, 2020**

The meeting was called to order at 6:00 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. LeFevre, Councilor		x
Barbara E. Hebert, Councilor	x	
Charles A. Kostyk, Councilor	x	
Kevin M. Patnode, Town Clerk	x	
James J. Coffey, Town Attorney	x	

Public Comments


Supervisor's Report

Draft Resolutions

2020-xxx Minutes
2020-xxx Monthly Reports
2020-016 ESD Grant Infrastructure Disbursement of Funds Request for Old Clinton County Airport
2020-xxx Request for 3% Refund UMS Properties LLC Parking Lot Expansion Site Plan 2018
2020-xxx Appointment of a Town of Plattsburgh Delegate for the 2020 Association of Town Meeting
2020-xxx Bluff Point Recommendation Award
2020-xxx Trade Road Pump Station Award

Committee Reports -

Town Board meeting be adjourned at 6:19 PM.

 1/14/2020
TOWN CLERK
TOWN OF PLATTSBURGH
151 Banker Road
Plattsburgh, NY 12901

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
January 9, 2020**

Resolution NO. 020-016

**ESD Grant Infrastructure Disbursement of
Funds Request for Old Clinton County Airport**

WHEREAS, a letter from Empire State Development, Edwin Lee requested a disbursement of funds as per the grant disbursement agreement; therefore be it

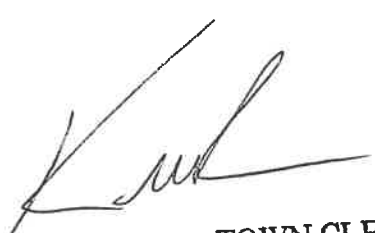
RESOLVED, that the Town Board, of the Town of Plattsburgh, does hereby grant and approve payments (see attached) in the total amount of \$ 20,000.00 as payment for work related to the project listed as part of the Town of Plattsburgh's Infrastructure Grant Project done at the Old Clinton County Airport and, it is further

RESOLVED, that the Town Supervisor be hereby authorized to make said payment for the project in accordance with the Agreement; and be it further

RESOLVED, that a copy of this Resolution be given to the Water and Wastewater Director Scott Stoddard and finance manager .

Motion: Barbara E. Hebert
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. LeFevre			x		
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Michael S. Cashman	x				


1/14/2020

**TOWN CLERK
TOWN OF PLATTSBURGH
151 Banker Road
Plattsburgh, NY 12901**



TOWN OF PLATTSBURGH ASSESSMENT

151 BANKER ROAD
PLATTSBURGH, NEW YORK 12901-7307
(518) 562-6820
FAX # (518) 563-8396
TDD # (800) 662-1220

Michael S. Cashman
Supervisor

Meg E. LeFevre
Deputy Supervisor/Councilor

James J. Coffey
Town Attorney

Thomas E. Wood
Councilor

Charles A. Kostyk
Councilor

Barbara E. Hebert
Councilor

Kevin M. Patnode
Town Clerk

Matthew G. Favro
Deputy Town Attorney

January 14, 2020

Supervisor Michael Cashman
& Town Board Members:

Re: RFP for Data Collection Services 2020

Dear Michael and Town Board:

In early December 2019 I identified twelve potential candidates that have the skill set and requirements to meet the scope of work needed to data collect in accordance to NYS ORPTS guidelines. The candidates were identified from NYS ORPTS qualified list, and those that have the needed skill sets within the local Board of Realtors.

An RFP was mailed to the qualified vendors, the request asked that the bids be submitted for January 10, 2020. There were two responses, of which only one provided a bid.

As such, I recommend the Board accept the bid proposal offered by Appraisal Services, and provide authorization for the Supervisor to enter into an agreement at the earliest convenience of all parties.

Thank you for your attention to this matter.

Respectfully,

Brian M. Dowling
Assessor

**2020 ANIMAL SHELTER AGREEMENT
BETWEEN
EAGLE'S NEST VETERINARY HOSPITAL
AND THE
TOWN OF PLATTSBURGH**

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this ____ day of _____, 2020, and effective _____, 2020 to _____, 20__, between the Town of Plattsburgh, a municipal corporation in the County of Clinton, State of New York, hereinafter "MUNICIPALITY" and Eagle's Nest Veterinary Hospital, a domestic for-profit corporation, with its principal place of business at 34 Skyway Plaza, #2, Plattsburgh, County of Clinton and State of New York, hereinafter "EAGLE'S NEST".

WITNESSETH

WHEREAS, the MUNICIPALITY has the obligation to seize dangerous dogs pursuant to Agriculture and Markets Law (hereinafter LAW), and to assure that these dogs are properly sheltered, fed and watered and the MUNICIPALITY desires to obtain the services of the EAGLE'S NEST to perform such services as required in the LAW for the redemption periods specified; and

WHEREAS, EAGLE'S NEST maintains a medical/boarding facility for dogs, brought to it from animal control officers working for the TOWN OF PLATTSBURGH.

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

ARTICLE I

1. EAGLE'S NEST will board and treat all dangerous dogs seized under Section 117 of the LAW, and will properly care for all dogs in its care, and will humanely euthanize, or transfer seized dogs not redeemed back to their owners or other designated agency as provided in the LAW and the rules and regulations promulgated by the New York State Department of Agriculture and Markets pursuant thereto.

2. EAGLE'S NEST will accept only dangerous dogs, or dogs thought to be dangerous, from the MUNICIPALITY under the terms of this AGREEMENT. The MUNICIPALITY must secure prior authorization from EAGLE'S NEST management prior to bringing any animal to EAGLE'S NEST.

3. All impoundment fees imposed by the municipality will be paid and licenses issued by the MUNICIPALITY to the dog's owner at the Municipal Clerk's office. All impoundment and license fees shall be the property of the MUNICIPALITY. Animals may be redeemed at EAGLE'S NEST during normal business hours. The operating hours of EAGLE'S NEST will be provided to the Municipal Clerk's office at the beginning of the year, and will be updated if changed. EAGLE'S NEST will permit

redemption by the lawful owners of seized animals during its posted hours for redemptions, directly from EAGLE'S NEST'S location in Plattsburgh, New York. Dogs must be properly licensed by the MUNICIPALITY. All redemption fees must be paid to the MUNICIPALITY. The MUNICIPALITY shall provide the owner with proof of compliance of licensure and payment of redemption fees, and the owner of the animal shall present said proof to EAGLE'S NEST.

4. EAGLE'S NEST will operate a boarding facility as required in the LAW and will make itself accessible daily to the MUNICIPALITY for the acceptance of Dangerous Dogs only brought to EAGLE'S NEST by the MUNICIPALITY and its officers. For any dog brought to EAGLE'S NEST by the MUNICIPALITY under the LAW, the expenses and care of the dog will be the sole responsibility of MUNICIPALITY at the conclusion of the redemption period. EAGLE'S NEST will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets, as well as any record required by the LAW and the rules and regulations promulgated pursuant thereto.

5. The MUNICIPALITY agrees that all animals suffering from illness or injury will be treated by a licensed veterinarian at the MUNICIPALITY'S expense either before being brought to EAGLE'S NEST for holding, or at the time of admission, if injuries are life threatening. If veterinary care is required during the redemption period or during the court mandated holding period, EAGLE'S NEST will bill the MUNICIPALITY for the cost of the service. EAGLE'S NEST professional staff will determine the need for veterinary care.

6. EAGLE'S NEST'S records relative to the dispositions of any dogs seized by the MUNICIPALITY shall be available for inspection by the MUNICIPALITY at the times at which EAGLE'S NEST'S offices are open to the public, preferably by appointment to meet the MUNICIPALITY'S representative from having to wait..

7. The MUNICIPALITY will complete intake forms provided by EAGLE'S NEST at the time the animals are brought to EAGLE'S NEST for each animal, including desired holding time, seizure reason and release date as well as any notes regarding medical conditions (24 hours) and the incident that is the cause for this pet being labeled a dangerous dog.

8. The redemption period for all dangerous dogs will be determined by the MUNICIPALITY based on the individual situation. The MUNICIPALITY will notify EAGLE'S NEST of the final date of the redemption period at the time the animal is brought to EAGLE'S NEST, or as soon as it is known.

ARTICLE II

1. The MUNICIPALITY agrees to pay EAGLE'S NEST for service rendered under this AGREEMENT. The following are the fees that will be charged to the MUNICIPALITY:

- Upon signing the contract, a \$500 Retainer fee shall be paid by the MUNICIPALITY to EAGLE'S NEST. This will be applied to the first \$500 in charges that the municipality is billed for dangerous dog services. If no services are rendered during the contract period, the fee will be non-refundable.
- Dogs seized under Article 7 of the LAW and brought to EAGLE'S NEST by the MUNICIPALITY to be held will then at the conclusion of the redemption period be made available for transfer to another agency or euthanized per the sole discretion of EAGLE'S NEST and court mandate.
- \$100 per dog up to 150lbs per day/\$150 per dog per day for dogs over 150 lbs commencing on the day the dog is brought to EAGLE'S NEST (Base Fee). The base fee includes health and temperament assessment and the administration of any medications or treatments deemed necessary. Any additional tests, treatment or medications will be billed at regular EAGLE's NEST rates in addition to the base rate. Additionally, \$75 after-hour drop off fee if dog delivered between 5 p.m. and midnight or \$100 after-hour drop off fee if dog delivered after midnight.
- If the MUNICIPALITY requests, or per court order, directs that a dog be held for a period greater than the statutory redemption period in the LAW, the MUNICIPALITY will be charged the above referenced rate, until provided written request regarding the dog.

2. All fees due under this AGREEMENT shall be paid within thirty (30) days of a monthly invoice being sent by EAGLE'S NEST to the MUNICIPALITY. In the event monthly fees are not paid in full, EAGLE'S NEST may assess a late payment charge equivalent to ten (10%) percent per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. Failure of the MUNICIPALITY to make such payment in full within thirty (30) days of the due date shall constitute grounds for termination of the AGREEMENT, and notification to the Commissioner of Agriculture and Markets of the MUNICIPALITY'S violation of Article 7 of the Agriculture and Markets Law.

ARTICLE III

1. This AGREEMENT shall become effective on _____, 2020, and shall continue in effect until _____, 20___. Notwithstanding the foregoing, either party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice of such termination. In the event EAGLE'S NEST terminates this agreement without cause, the unused portion of the \$500.00 retainer fee will be returned to the MUNICIPALITY. Similarly, if the MUNICIPALITY terminates this agreement without cause, the \$500.00 retainer fee shall be kept by EAGLE'S NEST.

2. Notwithstanding the prior terms hereof, EAGLE'S NEST by its Board of Directors reserves the right, on thirty (30) days' written notice, to terminate this

AGREEMENT without further responsibility on its part in the event that the MUNICIPALITY adopts any local law or ordinance which requires EAGLE'S NEST to perform any act inconsistent with its humane principals.

3. If any terms or provision of the AGREEMENT or the application thereof to any person, firm or corporation or circumstance shall, to any extent be determined to be invalid or unenforceable, the remainder of the AGREEMENT, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed as of the date indicated on the first page of this AGREEMENT.

BY:

Michael Cashman
TOWN OF PLATTSBURGH

Erik Eaglefeather
EAGLE'S NEST VETERINARY HOSPITAL