

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY MEETING
February 4, 2021**

In response to COVID19 the Town Board used a hybrid model for our Town Board meeting tonight. The adaptive practice came from the advice of the Association of the Town and conciliation with our town attorney. We did this in the interest of public health.

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

MEMBERS:

	<u>PRESENT</u>	<u>ABSENT</u>
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	
Kevin M. Patnode, Town Clerk	x	
James J. Coffey, Town Attorney	x	

Resolution No.021-027

Approve Minutes of the Previous Meeting

RESOLVED, that the minutes of January 7, 2021 be approved and the reading of the minutes be dispensed with.

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				

Public Comment-none


2/5/21

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY MEETING
February 4, 2021**

Resolution No. 021-028

Abstract 2A- 21

RESOLVED, that the abstract of audited claims **No.2A-21** for \$2,764,970.26, **Abstract 2A-21A** prepays for the amount \$793,269.21 be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

Motion: Meg E. Bobbin

Seconded by: Charles A. Kostyk

Discussion: none


Roll Call:

Yes No Absent Carried Tabled

x

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

**x
x
x
x
x**


2/5/21

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY MEETING
February 4, 2021**

Resolution No. 021-029

**Authorize Highway Superintendent to Enter a
Shared Service Agreement between NYSDOT
and the Town of Plattsburgh 2021 - 2025**

WHEREAS, the attached agreement between the People of the State of New York hereinafter referred to as the "State" or NYSDOT and the Town of Plattsburgh referred to as "Municipality" wish to have the power and authority to contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other governmental entity; and,

WHEREAS, it is the intent of the Town of Plattsburgh Town Board to give the Highway Superintendent the authority to enter into this agreement with the persons serving in similar capacities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangements; and,

WHEREAS, it is hereby determined that it will be in the best interest of the Town of Plattsburgh to be a party to such shared services arrangements thereby saving the taxpayers money; now therefore ,be it

RESOLVED, that the chief executive officer of the Town of Plattsburgh is hereby authorized to sign, on behalf of the Town of Plattsburgh, a shared services agreement with the New York State Department of Transportation upon the Town Attorney approving the said contract; and, be it further

RESOLVED, that this Resolution become effective immediately, a copy of this Resolution and final executed agreement be given to the Finance Manager, Highway Superintendent and for placement in the policy handbook and that the Town Clerk execute this agreement with New York State Department of Transportation.

**Motion: Thomas E. Wood
Seconded by: Meg E. Bobbin
Discussion: Yes**

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				


2/5/21

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY MEETING
February 4, 2021**

Resolution No. 021-030

Finance Committee and Policy Amendment

WHEREAS, Resolutions 014-183 was passed and now needs to be amended; and

WHEREAS, committee rules need to be amended and said proposal has been laid on the desk of the Town Board and has been reviewed by the Supervisor and the Board; now therefore be it

RESOLVED, that the Finance Committee Proposal be accepted including the recommended Rules and Procedures changes as attached; and, be it further

RESOLVED, that a copy of this Resolution and the attached Rules and Procedures be update the Town's Policy Books and a copy be given to the Finance Manager.

Motion: Barbara E. Hebert


Seconded by: Charles A. Kostyk

Discussion: Yes

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

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


2/5/21

**TOWN OF PLATTSBURGH
TOWN MONTHLY MEETING
February 4, 2021**

Motion to go into Executive Session **Motion to come out of Executive Session**
Medical, financial, credit or employment history
Of two persons or matters leading to said dismissal, removal,
Promotion, appointment, employment discipline, demotion, or suspension

Motion by: Charles A. Kostyk
Seconded by: Barbara E. Hebert
Time: 6:08

Motion by: Barbara E. Hebert
Seconded by: Charles A. Kostyk
Time: 7:08

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

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

RESOLVED, that this Town Board meeting be adjourned at 7:11 PM.

Motion by: Meg E. Bobbin
Seconded by: Thomas E. Wood
Discussion:

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		

[Signature]
2/5/21

**TOWN OF PLATTSBURGH TOWN BOARD
WORK SESSION AGENDA
February 11, 2021**

In response to COVID19 the Town Board used a hybrid model for our Town Board meeting tonight. The adaptive practice came from the advice of the Association of the Town and conciliation with our town attorney. We did this in the interest of public health.

The meeting was called to order at 6:01 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	
Kevin M. Patnode, Town Clerk	x	
James J. Coffey, Town Attorney	x	

Public Comments -none

Supervisor's Report

Draft Resolutions

021-xxx Minutes
021-xxx Monthly Reports
021-xxx Independent Contractors for Engineer
021-xxx Revised Rules and Regulations for Mausoleum
021-xxx Appointment of Designated Employer Representatives (DER)- Nikki Martin
021-xxx Appointment of Designated Employer Representatives (DER) - Karen Pepper
021-xxx Authorize Interim Easement from NYSEG for water lines on Trade Road

Committee Reports -

Executive Session – as needed


2/12/21

Motion to go into Executive Session
to discuss proposed, pending or current
Litigation with Upstone, Champlain Centre North and South,
Key Bank, medical, financial, credit or employment history of three specific people or
matters leading to said dismissal, removal, promotion, appointment, employment,
discipline, demotion, or suspension

Motion to come out of Executive session

Motion by: Barbara E. Hebert

Motion by: Thomas E. Wood

Seconded by: Charles A. Kostyk

Seconded by: Meg E. Bobbin

Time: 6:04

Time: 7:17


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

Thomas E. Wood	x
Meg E. Bobbin	x
Barbara E. Hebert	x
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 7:17 PM.


2/2/21



NEPTUNE
TECHNOLOGY GROUP

February 5, 2021

Attn: Mr. Scott Stoddard
Town of Plattsburgh
151 Banker Road
Plattsburgh, NY 12901

RE: Ti Sales Inc. – Supplier of Neptune Meters and Reading Equipment

Dear Mr. Stoddard:

This letter confirms that Ti Sales Inc. is the authorized distributor of Neptune Technology Group Inc. products in the upstate New York market area.

Ti Sales is a Level I certified distributor for Neptune and is the exclusive supplier of our products in your area.

We look forward to being of service to you and thank you for your business.

Should you have questions or need additional information, please contact me at 585-315-3287.

Sincerely,

David Johnson
Territory Manager

Cc: J Matt – Ti Sales

**2021 ANIMAL SHELTER AGREEMENT
BETWEEN
EAGLE'S NEST VETERINARY HOSPITAL
AND THE
TOWN OF TOWN OF PLATTSBURGH**

THIS AGREEMENT, (hereinafter, "AGREEMENT") made this ____ day of _____, 20__, and effective _____, 20__ 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.

ARTLCLE 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 _____, 20__, 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:

TOWN OF PLATTSBURGH

Erik Eaglefeather
EAGLE'S NEST VETERINARY HOSPITAL