

**TOWN OF PLATTSBURGH TOWN BOARD  
WORK SESSION AGENDA  
June 9, 2022**

The meeting was called to order at **6:00 PM** by the presiding officer at the Town of Plattsburgh Town Hall, 151 Banker Road. Pledge.

	<u>Present</u>	<u>Absent</u>
<b>MEMBERS: 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	

Public Comments – None

Supervisor's Report – None

Draft Resolutions:

- 022-125 Cadyville Volunteer Fire Department Application for Permit for Public Fireworks
- 022-126 Escrow Agreement between JDNY Bundle, LLC and Clinton County
- 022-xxx Minutes
- 022-xxx Publish RFP for Professional IT Services
- 022-xxx 3% Site Plan Return Deposit for Texas Roadhouse Site Plan 2021
- 022-xxx Site Lease Agreement between the Town of Plattsburgh and T-Mobile Northeast LCC at Hammond Lane Water Tank
- 022-xxx Purchase of Kennedy Fire Hydrants

Committee Reports – None

Town Board meeting be adjourned at **6:07 PM**.

**TOWN OF PLATTSBURGH  
TOWN BOARD WORK SESSION  
June 9, 2022**

**Resolution NO. 022-125**

**Cadyville Volunteer Fire  
Department Application for  
Permit for Public Fireworks**

**WHEREAS**, Cadyville Volunteer Fire Department has duly submitted to the Town of Plattsburgh Town Board (Town) an application for a permit for the public display of fireworks to be held on Saturday, June 11, 2022 to take place at the field space on Church Street in the Town of Plattsburgh; and

**WHEREAS**, the Cadyville Field Day festivities is a deeply rooted tradition in the Town of Plattsburgh that serves as our version of Old Homes Day includes the only parade in the town, field day activities for all generations, and acts as an annual reunion of family and friends both near and far; and

**WHEREAS**, the Town of Plattsburgh wishes to support our partnering municipal entity the Cadyville Volunteer Fire Department's addition of fireworks to this year's festivities which is underwritten by local donations, to help celebrate the return of the much beloved town tradition after a two year hiatus; and

**WHEREAS**, the Town Clerk has verified that all required documentation and has been received and the Town Attorney approving the application and liability insurance coverage as to form, and the Cadyville Volunteer Fire Department as the controlling agency of the land on which the public display of fireworks is to be held having also approved the granting of said application by the Town; now, therefore it is

**RESOLVED**, that the Town Board of the Town of Plattsburgh does waive the related permit fees associated with this public event, hereby authorize and directed the Town Clerk to issue the required permit for the public display of fireworks by the applicant for said event on Saturday, June 11, 2022; and, be it further

**RESOLVED**, that a copy of this Resolution be given to the Finance Manager, Codes Officer, Town Clerk and Cool Insurance and the Cadyville Fire Department, Inc.

**Motion: Dana M. Isabella**

**Seconded by: Barbara E. Hebert**

**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>		Abstain			
<b>Dana M. Isabella</b>	x				
<b>Michael S. Cashman</b>	x				

**TOWN OF PLATTSBURGH  
TOWN BOARD WORK SESSION  
June 9, 2022**

**Resolution No. 012-226**

**Escrow Agreement between JDNY  
Bundle, LLC and Clinton County**

WHEREAS, JDNY Bundle, LLC and Clinton County have entered in to a First Amendment to a Purchase and Sale Agreement dated February 10, 2022 and

WHEREAS, issues have arisen regarding supplying the real property owned or to be owned by JDNY Bundle, LLC located in the Town with electricity particularly concerning the Town's Zoning requirement that utility lines shall be buried underground and

WHEREAS, the Town is a party to the proposed Escrow Agreement a copy of which is attached hereto and made a part here of, said Agreement provides for the sum of \$250,000 to be held in escrow by the County which shall be used by the County to bury the temporary overhead electric power supply in the event that JDNY Bundle, LLC fails to bury the temporary overhead electric power supply and

WHEREAS, the Town Attorney has reviewed, prepared and approves said Escrow Agreement now therefore be it

RESOLVED, that the Supervisor is hereby authorized to sign said Escrow Agreement and all related documents.

**Motion: Charles A. Kostyk**

**Seconded by: Dana M. Isabella**

**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>
				<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>x</b>				
<b>Dana M. Isabella</b>	<b>x</b>				
<b>Michael S. Cashman</b>	<b>x</b>				

## ESCROW AGREEMENT

This AGREEMENT made June 8, 2022, by and among:

JDNY Bundle, LLC, with a principal place of business located at 4520 Madison Avenue, #100 Kansas City, Missouri 64111, ("Owner"); Clinton County, a municipal corporation with a principal place of business located at 137 Margaret Street, Plattsburgh, New York 12901, ("Escrow Agent"); and, Town of Plattsburgh a municipal corporation with a principal place of business at 151 Banker Road, Plattsburgh, New York 12901, ("Town").

WITNESSETH:

WHEREAS, the Escrow Agent has recently sold or will soon be selling to Owner certain real property located in the Town of Plattsburgh, New York, hereafter "the property" and more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Owner is in the process of providing temporary electrical service to said property in an above ground format through lands owned by Escrow Agent; and

WHEREAS, the Town of Plattsburgh planning requirements prohibit permanent electric lines within the Town to be above ground; and

WHEREAS, supply limitations and other factors make the supplying of the property with permanent buried electric power infeasible within the contractual construction schedule of the project; and

WHEREAS, the Town is agreeable to allowing Owner to supply the property with temporary above ground electric power, provided that within twenty-four months of the execution of this Agreement, the property is supplied with permanent buried electric power in accordance with Town requirements as set forth in Exhibit B attached hereto and made a part hereof; and

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree as follows:

1. Owner will supply the property with temporary electrical service using overhead and above ground equipment necessary to meet the project construction schedule, which shall be constructed at Owner's expense.
2. Owner will deposit with Escrow Agent Two Hundred Fifty Thousand Dollars (\$250,000), ("Escrow Funds") upon execution of this Agreement.
3. Escrow Agent hereby acknowledges the receipt from Owner of the Escrow Funds as security for the purchase of materials and equipment by NYSEG and construction and completion of overhead electric power supply and permanent buried electric power

supply in accordance with Town planning regulations. The Escrow Funds shall be first applied to the overhead electric power supply, with the remaining funds subsequently applied to permanent buried electric power supply.

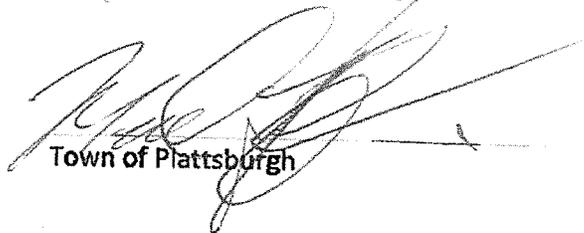
4. Owner shall submit draw requests to Escrow Agent for its actual costs in supplying temporary overhead electrical power to the project and upon Escrow Agent's agreement that the amounts of the draw requests are necessary for the overhead electric power supply shall reimburse Owner from the Escrow Funds.
5. Escrow Agent shall be solely responsible to supply the property with permanent buried electric power within twenty-four (24) months of this Agreement and shall use the remaining Escrow Funds in the escrow account to supply the property with permanent buried electric power and return the balance, if any, to Owner.
6. If the costs of supplying permanent buried electric power to the property by the Escrow Agent exceed the amount of the Escrow Funds, Escrow Agent shall be responsible for and pay the difference.
7. Upon execution of this Agreement and deposit of the Escrow Funds with Escrow Agent, Owner shall have no obligation to supply the property with permanent buried electric power service, or any liability to Escrow Agent for costs, expenses, fees or other amounts related to the construction and completion of permanent buried electric power service, including any aspect of the design, construction, permitting or approval of the same, or escalation of the costs of the materials, equipment or labor required to complete the work.



JDNY Bundle LLC Owner  
By: Nicholas C. Jones, Manager



Clinfon County Escrow Agent



Town of Plattsburgh

EXHIBIT A

PROPERTY DESCRIPTION

LOT D

Beginning at an iron rod to be set at the northeast corner of the herein described parcel of land. Said point also being located on the southerly edge of a proposed road right of way and the northwest corner of Lot I.

Thence, S 26°57'30" E a distance of 631.56' along the westerly boundary of Lot I to an iron rod to be set at the northwest corner of lands now or formerly owned by TDC NNY Inc.

Thence, S 44°02'08" W a distance of 2,189.00' along lands of TDC NNY Inc. to a capped iron rod found.

Thence, S 84°00'32" W a distance of 234.10' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 05°59'56" W a distance of 1,000.00' along the easterly boundary of Lot H to an iron rod to be set.

Thence, S 84°00'32" W a distance of 200.00' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 05°59'28" W a distance of 849.02' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 84°00'32" E a distance of 212.15' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 05°59'28" W a distance of 200.00' along the easterly boundary of Lot H to an iron rod to be set.

Thence, N 84°00'32" E a distance of 66.00' along the easterly boundary of Lot H to an iron rod to be set at the northwest corner of Lot E.

Thence, S 05°59'28" E a distance of 200.00' along the westerly boundary of Lot E to an iron rod to be set at the southwest corner of Lot E.

Thence, N 84°00'32" E a distance of 1,138.50' along the southerly boundary of Lot E to an iron rod to be set at the southeast corner of Lot E.

Thence, N 05°59'28" W a distance of 200.00' along the easterly boundary of Lot E to an iron rod to be set at the northeast corner of Lot E. Said point being located on the southerly edge of a proposed road right of way.

Thence, N 84°00'32" E a distance of 327.76' along the southerly edge of a proposed road right of way to an iron rod to be set.

Thence, along a curve to the right having a radius of 124.50' a distance of 89.32' to an iron rod to be set.

Thence, along a curve to the left having a radius of 90.50' a distance of 94.93' to the point of beginning.

## EXHIBIT B

### N. Exterior Lighting

1. **General.** All lighting shall comply with the Town lighting regulations applicable in all districts. All exterior lighting shall be provided from full cutoff, downward facing fixtures which prevent any light emitted above the 90 degrees horizontal to minimize night sky pollution, glare and spillover onto adjacent properties, unless otherwise noted below.
2. **Light Quality and Color.** Exterior lighting is recommended to be provided from Induction or L.E.D. (light emitting diode) fixtures to provide quality light while minimizing energy use, provided the color temperature of the light is between 2500 and 3800 kelvin. Mercury vapor and low pressure sodium lamps are not recommended.
3. **Light Intensity.** Exterior lighting for parking lots and pedestrian areas is encouraged to remain at the lowest acceptable footcandle levels wherever possible to reduce energy use, glare and night sky pollution.
4. **Parking Lot Lighting.** Light fixtures located within the interior area of a parking lot and its perimeter shall not exceed 30 feet in height.
5. **Pedestrian Walkway Lighting.** Light fixtures located along pedestrian walkways or paths internal to the site shall not exceed 15 feet in height.
6. **Facade Lighting.** Decorative facade lighting, where used, shall only direct the light downward on the facade. Upward facing facade lighting shall only be permitted in instances where it is installed underneath a canopy, porch or roof overhang which will capture the upward light spill.
7. **Security Lighting.** Security lighting is encouraged to be provided from regular pedestrian fixtures where possible, especially in areas visible from a public way. Where dedicated security "wall packs" may be necessary, it is recommended that they operate on motion sensor activations to limit use.
8. **Landscaping Lights.** Decorative landscaping lighting shall be permitted only around the immediate building entry area or to highlight the landscaping at a freestanding monument sign, provided they are low voltage systems which are equipped with automatic switching to turn off the lights no later than one hour after the facility closes, or time whichever is earlier.

9. **Holiday or Event Lighting.** None of the provisions above shall be construed to limit the temporary use of decorative lights for holidays or special events.

### O. Site Amenities

1. **General.** All new development or redevelopment projects which require site plan review should provide common site amenities such as benches, bicycle racks, trash and recycling receptacles or public transit shelters commensurate with the size of the development and anticipated public use.
2. **Bicycle Racks.** One (1) bicycle parking or storage space should be provided for each primary building, plus an additional one (1) bicycle parking or storage space for every (20) required automobile parking spaces.

### P. Mechanical and Utility Areas

1. All new utility lines shall be buried underground, especially along roads.

Section 2

Minutes Respectfully Submitted by:



Katie Kalluche, Town Clerk

DISTRICT STANDARDS