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.

		Present	<u>Absent</u>
MEMBERS:	Michael S. Cashman, Supervisor	X	
	Thomas E. Wood, Councilor	X	
	Charles A. Kostyk, Councilor	X	
	Dana M. Isabella, Councilor	X	
	Daniel A. Bosley, Councilor	X	
	Kathryn B. Kalluche, Town Clerk	X	
	James J. Coffey, Town Attorney		X

Also in attendance: Trevor Cole, Jessica Kogut, Zach Ribert, Kenneth Mousseau, Monique Worley, Kris Wiley, Terry Wiley, Jennifer Jewett, Lisa Wise

Public Comments: Presentation by Kris Wiley

Supervisor's Report: going to NYSOT next week, anchor and cannon welcomed to Town Hall.

Resolutions:

- 025-130 Request for Waiver from the Solar Local Law
- 025-131 Resolution Authorizing Adoption by the Town Board of the Town of Plattsburgh of Local Law No. 3 of 2025 a Local Law Regulating the Outdoor Restraint of Dogs of the Code of the Town of Plattsburgh
- 025-132 Appointment of Erin Pangborn to Grade 10, Step 3 Position
- 025-133 Commercial License Agreement Between Keith Provost and the Town of Plattsburgh

Draft Resolutions:

- 025-xxx Minutes
- 025-xxx Proclamation in Recognition of the Official Designation of Clinton Community College Day

025-xxx Purchase Request for New Plow Truck for Highway Department

025-xxx Resolution to Hold a Public Hearing for Local Law No. 4 of 2025 – Authorizing a Real Property Tax Exemption to Qualified Volunteer Firefighters and Volunteer Ambulance Workers

025-xxx Standard Work Day and Reporting Resolution - Daniel Bosley, Town Councilor

025-xxx Contract of Service Between Town of Plattsburgh and Nate Schecter for Appraisal of Property

025-xxx April 2025 Budget Amendment

Committee Reports: None

Lee Jenkins 1224 State Route 3, Plattsburgh NY 12901 cjenk004@gmail.com 518-524-3648 May 7, 2025

Town Board Plattsburgh, NY

Subject: Letter of Support - Harrigan's Expansion Project

Dear Members of the Town Board,

I am writing to express my enthusiastic support for the proposed expansion of Harrigan's Ice Cream Stand. As a resident living near the property, my wife and I believe this project will be a significant benefit to our community.

I have fond memories as a child of visiting Banker Orchards and then enjoying a sweet treat at Harrigan's – a tradition that created lasting memories. It's wonderful to think about providing similar experiences for future generations, and this expansion promises to do just that. West Plattsburgh is in need of more family-friendly destinations where memories can be made, and Harrigan's is perfectly positioned to become one of those places.

Kris and Andrea, the owners, have shared a vision that extends far beyond just adding minigolf. Their long-term plan to create a recreational hub in West Plattsburgh, with potential for food trucks, outdoor games, live music, and eventually even walking/biking trails, is incredibly exciting. The idea of connecting Cadyville to West Plattsburgh, Bankers Orchard, and beyond with trails is a fantastic concept that would promote healthy lifestyles and community connectivity.

I understand the Town Board is considering what is best for the entire community, and I firmly believe this project aligns with that goal. It will address the clear need for more outdoor recreation options, and offer a mature, family-friendly gathering space that is currently lacking within a 45-minute drive. I urge you to strongly consider approving this project and helping Kris and Andrea realize their vision for a vibrant and thriving West Plattsburgh.

Thank you for your time and consideration.

Sincerely,

Heather and Lee Jenkins, 1224 State Route 3 Thather Jenkins + Martha Breyette, 1221 State Route 3 Mac) Links

TOWN OF PLATTSBURGH TOWN BOARD WORK SESSION PUBLIC HEARING May 8, 2025

NOTICE is hereby given that the Town of Plattsburgh Town Board will meet and hold public hearings thereon at the Town Hall located on the Banker Road, in the Town of Plattsburgh, Clinton County, New York on Thursday, May 8, 2025 at 6:05 p.m. prevailing time in relation to Proposed Local Law No. 3 of 2025 a Local Law Regulating the Outdoor Restraint of Dogs of the Code of the Town of Plattsburgh.

- 1. Acceptance of Written Comments into the Record of the Hearing: None
- 2. Open Public Hearing to the Floor for Public Comment:
 - Jennifer Jewett spoke in appreciation of the Tether Law.

Motion to OPEN Public Hearings

Motion to CLOSE Public Hearings

Motion by: **Thomas E. Wood**Motion by: **Thomas E. Wood**

Seconded by: Charles A. Kostyk Seconded by: Dana M. Isabella

Discussion: None Discussion: None

	Yes	No		Yes	<u>No</u>
Thomas E. Wood	X		Thomas E. Wood	X	
Charles A. Kostyk	X		Charles A. Kostyk	X	
Dana M. Isabella	X		Dana M. Isabella	X	
Daniel A. Bosley	X		Daniel A. Bosley	X	
Michael S. Cashman	X		Michael S. Cashman	X	

Time: 6:05 PM Time: 6:29 PM

Resolution No. 025-130

Request for Waiver from the Solar Local Law

WHEREAS, the Solar Local Law of the Town of Plattsburgh is in effect; and

WHEREAS, the solar local law does not allow development of tier 3 solar projects within the Commercial C District; and

WHEREAS, the Planning Board has received and approved a sketch plan application for a tier 3 solar project located within the C district located on Rte 9 North; and

WHEREAS, in order for the project to proceed to the detailed preliminary approval stage, a waiver from the Solar Local Law would be required; and

WHEREAS, on May 2, 2025 the Town Clerk received a written request for a waiver from the Solar Local Law and the request was accompanied by site plan and subdivision maps; and

NOW, on motion duly made and seconded, it was

RESOLVED, that the Town of Plattsburgh's Planning Board after a review of proposed request for waiver from the Solar Local Law does hereby determine that the proposed project is a Type I action requiring environmental review; and be it further

RESOLVED, that a public hearing shall be held on the 15th day of May, 2025 at 6:05 P.M. EST, at the Plattsburgh Town Hall, 151 Banker Road, Plattsburgh, New York, on the question of the enactment of Proposed Local Law No. 1 of 2025; and be it further

RESOLVED, that a Notice of Hearing on the waiver request from the Solar Local Law shall be published in the Press Republican not less than five (5) days prior to that hearing; and be it further

RESOLVED, that the Town Clerk shall post that Notice on the bulletin board maintained by the Town Clerk pursuant to Town Law 30(6), and on the Town of Plattsburgh website, for a period of not less than five (5) days prior to that public hearing; and be it further

RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Planning & Community Development Department, and the Codes and Zoning Department.

Motion: Charles A. Kostyk

Seconded by: Dana M. Isabella

Discussion: Thomas E. Wood, Trevor Cole

Roll Call:		Yes	No	Absent	Carried	Tabled
					X	
	Thomas E. Wood	x				
	Charles A. Kostyk	X				
	Dana M. Isabella	X				
	Daniel A. Bosley	X				
	Michael S. Cashman	v				

Resolution No. 025-131

Resolution Authorizing Adoption by the Town Board of the Town of Plattsburgh of Local Law No. 3 of 2025 – a Local Law Regulating the Outdoor Restraint of Dogs of the Code of the Town of Plattsburgh

WHEREAS, a Resolution was duly adopted by the Town Board of the Town of Plattsburgh for a Public Hearing to be held by said Governing Body on May 8, 2025 at 6:05pm at the Town of Plattsburgh, 151 Banker Road, Plattsburgh, New York to hear all interested parties on proposed Local Law No. 3 of 2025 - a Local Law Regulating the Outdoor Restraint of Dogs of the Code of the Town of Plattsburgh; and

WHEREAS, notice of said Public Hearing was duly advertised in the Press Republican, the official newspaper of said Town, on April 23, 2025; and

WHEREAS, said Public Hearing was duly held on May 8, 2025 at 6:05pm at 151 Banker Road, Plattsburgh, New York and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said Proposed Local Law, or any part thereof; and

WHEREAS, pursuant to part 617 of the implementing regulations pertaining to article 8 State Environmental Quality Review Act (SEQRA) it has been determined by the Town Board of the Town of Plattsburgh that this is a Type II action and no further review will be and could be processed by other applicable governmental agencies without further regard to SEQRA; and

WHEREAS, the Town Board of the Town of Plattsburgh, after due deliberation, finds it in the best interest of said Town to adopt said Local Law; therefore, be it

RESOLVED, that the Town Board of the Town of Plattsburgh hereby adopts said Local Law No. 3 of 2025 - a Local Law Regulating the Outdoor Restraint of Dogs of the Code of the Town of Plattsburgh, a copy of which is attached hereto and made a part of this Resolution; and be it further

RESOLVED, that the Town Clerk be and she hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Plattsburgh, and to give due notice of the adoption of said Local Law to the Secretary of the State of New York.

Motion: Dana M. Isabella

Seconded by: Thomas E. Wood

Discussion: None

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

Plattsburgh, NY Local Law No. 3 of 2025

Section 1, Title.

"A local law regulating the outdoor restraint of dogs of the Code of the Town of Plattsburgh."

Section 2. Authority.

This Local Law is enacted pursuant to the provisions of Article 7 of the Agriculture- and Markets Law Section 122 and the Municipal Home Rule Law of the State of New York.

Section 3. Purpose.

By adoption of this local law, the Town of Plattsburgh declares its intent to regulate and control the outdoor confinement of dogs restrained or kept on property located within the Town. The Town of Plattsburgh has determined that the practice of tethering a dog outside for a prolonged period to a stationary object, including but not limited to a structure, pole, or tree is inhumane and presents a threat to the safety and well-being of the dog. Dogs tethered to a fixed point are also more likely to become aggressive and present a threat to human beings as well as other animals. Tethers, chains and other restraints can also injure dogs, as the restraint may tangle or catch on other objects.

The Town of Plattsburgh is aware that animals tied to stationary objects outside for extended periods of time are also frequently the victims of other forms of neglect including insufficient food and/or water, or inadequate shelter. Furthermore, dogs confined for long periods of time often vocalize to signal their distress and thereby disrupt the peace and quiet of the community.

All dogs need the opportunity to exercise and engage in normal social behaviors. Indefinite long-term confinement of any dog by any means of restraint is generally considered to be inhumane and unacceptable.

Therefore, the Town of Plattsburgh finds that it is in the best interest of its residents as well as their dogs to ensure the safety of all by regulating the manner in which a dog may be restrained or confined outdoors.

Section 4. Definitions.

As used in this article, the following terms shall have the meanings indicated:

- a. "Attend" means to be present, look after, and pay attention to the dog(s) while tethered by a reasonable and competent individual on the premises.
- b. "Agent" means a competent responsible person who acts on behalf of another person, in this case the owner of the dog.

Section 4. Definitions (continued).

- c. "Confinement" means to restrict and/or seclude a dog's movement. If a dog can enter and exit the enclosure as it pleases, it is not considered confined.
- d. "Harbor" means to provide food, water, shelter, care or to be responsible for any dog.
- e. "Owner" shall mean any person who harbors or keeps any dog. In the event any dog involved in this local law shall be owned by a person under eighteen years of age, the owner shall be deemed to be the parent or guardian of such person (or the head of the household in which said person resides). This shall also include any agent, representative or person responsible for the care and welfare of any dog.
- f. "Tether" shall mean to restrain a dog by attaching the dog to any stationary object or structure, including without limitation a house, tree, fence, post, garage, or shed, or mobile device, including, without limitation, a trolley or pulley, by any means, including without limitation a chain, rope, cord, leash, or running line. Tethering does not include the use of a leash to walk a dog.
- g. "Weather Alert" shall mean any National Weather Service warning for heat advisory, frigid weather, snow or ice storm, tornados, tropical storm, high winds, or thunderstorms.

Section 5. Tethering Prohibitions.

It shall be unlawful for any person, owner, agent or responsible person to:

- 1. Endanger such dog's health, safety and well-being;
- 2. Limit the movement of such dog because it is too short for the dog to move around or for the dog to urinate or defecate in a separate area from the area in which it must eat, drink, or lie down.
- 3. Deny such dog the opportunity to exercise and engage in normal social interactions on a regular basis.
- 4. Leave any dog tethered to a fixed point, attached to an overhead dog run, or trolley system or placed in a dog enclosure unattended on vacant or abandoned property.
- 5. Leave a dog without access to shade, food, clean, fresh and potable water, shelter and dry ground without becoming entangled.

Section 6. Specifications for tethering restraints and enclosures.

 A dog shall not be tethered to a fixed point, running line, pulley or trolley system or any other system by means of a pinch collar. Dogs should be tethered to such system by means of a harness or collar made of nylon, leather or other durable non-metallic material and must be fitted so as to not cause injury to the animal or embed itself in the animal's neck.

- 2. The length of a stationary tether shall not be less than 10 feet or five times the length of the dog's body as measured from the tip of the nose to the base of the tail, whichever length is greater; shall connect at both ends with a swivel and be affixed in such a manner that it will prevent the dog from becoming entangled or injured, shall weigh less than 1/10 of the dog's weight; free from tangles; and shall restrain the dog from reaching hazards that poses a strangulation risk, and/or animals.
- 3. Dog enclosures, dog runs, fences, pens and other outdoor enclosures, must be the following restrictions:
 - a. Any dog confined within a dog enclosure must have an adequate space for exercise based on the dimension of at least 100 square feet per dog, however in the case of dogs 15 lbs. or smaller, an enclosure may be less than 100 square feet per dog provided that it is deemed adequate for exercise and safety by the enforcing officer. The following are excepted from this requirement:
 - i. All veterinary facilities
 - ii. Duly incorporated SPCA's and Humane Societies
 - iii. Municipal animal shelters.
 - iv. Commercial professional boarding facilities that temporarily house dogs for a fee.
 - b. Dog enclosures shall be constructed of chain link or other secure fencing materials with all four sides enclosed. The enclosure shall be of sufficient height to prevent the dog from escaping from such enclosure and must have access to cover and shade.

Section 7. Dog Enclosure & Tethering Prohibitions.

- A. A dog may not be confined during a weather alert or when outside weather conditions, including but not limited to extreme heat, cold, wind, rain, snow or hail, pose an adverse risk to the health or safety of a dog based on breed, age or physical condition; a "Weather Alert" with a heat advisory or frigid weather conditions may be dangerous for certain breeds of dogs; temperatures above 85 degrees and temperatures below 32 degrees, are respectively too hot and too cold for many dogs to be outside for long periods of time. Dependent of the breed of dog and its tolerance to heat or cold, tethering shall be limited to 15-minutes.
- B. A tethered dog, or dog confined to an enclosure must have access to appropriate shelter that will allow the dog to remain dry and to be protected from the elements. In addition to complying with the requirements of § 353-b of New York State Agriculture and Markets Law, the shelter shall be fully enclosed on all sides except one, which side shall have an opening that will allow the dog easy entry to and exit from the shelter; waterproof roof; and have a solid floor. The shelter shall contain clean bedding and must be insulated. If straw/shavings is used, it must be replaced at least once a month so that the dog can burrow into it for warmth. The shelter shall be small enough to retain the dog's body heat and large enough to allow the dog to stand, lie down with limbs outstretched, and turn around comfortably. The area around the shelter shall be kept free of standing water, ice and waste.

- C. In addition to the above requirements, all tethered dogs, or those confined to an enclosure must be free from cruel conditions or inhumane conditions at any time. For purposes of this section, "cruel conditions or inhumane conditions" shall include the following:
 - 1. Exposing a dog to dangerous conditions, such as exposure to animal waste, garbage, noxious odors or objects that could injure or kill a dog. This includes potential attacks by other animals.

Section 8. Exceptions.

- 1. A dog tethered in compliance with the requirements of a campground area shall be exempt from these regulations.
- 2. Tethering of a dog for less than fifteen (15) minutes in a public location shall be exempt from this local law.

Section 9. Enforcement: Penalties for Offenses:

- A. This article shall be enforced by the local dog control or animal control officer, the Clinton County Sheriff's Department, and may also be enforced by any constable, police officer, or any agent or officer of any duly incorporated society for the prevention of cruelty to animals with jurisdiction within the Town of Plattsburgh.
- B. A violation of any provisions of this law shall, be subject to a civil penalty enforceable and collectable by the Town as follows:
 - 1. First offense two hundred fifty dollars (\$250), and/or an educational component at the judge's discretion.
 - 2. Second offense five hundred dollars (\$500), and/or an educational component at the judge's discretion.
 - 3. Third offense and one thousand dollars (\$1,000) and/or imprisonment for no more than (15) days, or both, surrender of the dog, if ordered by the court, and costs of investigation and prosecution.
 - 4. All penalties shall be collected by and in the name of the Town of the county with the possibility of losing their animals and any other remedy allowable by law.
- C. Any person may file a complaint with an enforcement officer that a violation of this local law has taken place. The enforcement officer shall promptly record and investigate any such complaint and obtain the necessary supporting depositions. The enforcement officer shall submit the civil complaint and supporting depositions to a court of competent jurisdiction.

Section 10, Obstruction of Governmental Administration.

No person shall hinder, resist, or oppose the enforcement officer or peace officer when acting pursuant to their duties under this local law or any other persons authorized to administer and enforce the provisions of this law in the performance of their duties. Any person hindering,

resisting or opposing these officers shall be prosecuted and anybody filing a false complaint shall be in violation of this section.

Section 11. Severability.

In the event that any portion of this local law is found to be invalid, such findings will not have any effect on the remaining portions of this local law, the application thereof, and all other provisions shall remain in full force and legal effect.

Section 12. When effective.

This article shall be effective immediately from the date of filing with the New York State Secretary of State.

Resolution No. 025-132

Appointment of Erin Pangborn to Grade 10, Step 3 Position

WHEREAS, the Town Board of the Town of Plattsburgh under counsel of Public Sector HR Consultants LLC has reviewed and discussed the advancement of Erin Pangborn for the Grade 10, Step 3 position; and

WHEREAS, Erin Pangborn has agreed to accept the position contingent upon retaining the option to revert to her current Grade 9, Step 4 position on September 28, 2025, should she determine the new role is unsuitable for her; and

WHEREAS, in this new role, Erin Pangborn will assume unit responsibilities, including the supervision of the Senior Building Maintenance Worker, two Laborers, and summer workers; and

WHEREAS, the Town Board recognizes Erin Pangborn's continued dedication and commitment to the Town of Plattsburgh; and

WHEREAS, the Town Board believes that Erin Pangborn's skills, experience, and leadership will contribute greatly to the effectiveness of the Town in this new capacity; therefore, be it

RESOLVED, that the Town Board of the Town of Plattsburgh hereby confirms the appointment of Erin Pangborn to the Grade 10, Step 3 position, with the condition outlined above, effective as of Monday, May 5, 2025; and, it is further

RESOLVED, that a certified copy of this Resolution be given to the Finance Manager and placed in Ms. Pangborn's personnel file.

Motion: Thomas E. Wood Seconded by: Daniel A. Bosley

Discussion: None

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

Resolution No. 025-133

Commercial License Agreement Between Keith Provost and the Town of Plattsburgh

WHEREAS, the attached Commercial License Agreement has been designed for use of image and video content; and

WHEREAS, it is necessary to authorize the Town Supervisor to execute said Commercial License Agreement on behalf of the Town of Plattsburgh for media usage; therefore, be it

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute the Commercial License Agreement Between Keith Provost of Provost Drone Solutions and the Town of Plattsburgh, upon review of the Town's Attorney; and, be it further

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

Motion: Daniel A. Bosley

Seconded by: Charles A. Kostyk

Discussion: None

	<u>Yes</u>	No	<u>Absent</u>	Carried	<u>Tabled</u>
				X	
Thomas E. Wood	X				
Charles A. Kostyk	X				
Dana M. Isabella	X				
Daniel A. Bosley	X				
Michael S. Cashman	X				



Commercial License Agreement

132 McDonald Road

Mooers Forks, NY 12959

This Commercial License Agreement ("Agreement") is entered into as of April 2, 2025, by and between Keith Provost, 132 McDonald Road Mooers Forks NY 12959 ("Licensor"), and The Town of Plattsburgh, 151 Banker Road, Plattsburgh NY 12901 ("Licensee").

1. Grant of License

The Licensor hereby grants to the Licensee a non-exclusive, non-transferable license to use the following media ("Licensed Media"):

Description of Media - 11 clips used in the Town of Plattsburgh Home Page Website.
 The Header intro video as displayed on this date, April 2, 2025, and the cover photo for your International Marketing Brochure being mailed out from the town office.

2. Scope of Use

- Territory: "Worldwide"
- Duration: This license is effective from April 2, 2025 and never expires.
- Permitted Media: The Licensee may use the Licensed Media in any form and way they
 choose, except to sub-license its use by any third party. The license is only for the photo
 and the clips contained on your website, all original works you hold as files or
 screenshots must be destroyed.

3. License Fee



4. Ownership and Copyright

The licensee acknowledges that the Licensor retains all rights, title, and interest in and to the Licensed Media, including all copyrights. This Agreement does not transfer ownership of the Licensed Media to the Licensee.

5. Restrictions

The licensee shall not:

- A. Sublicense, sell, or distribute the Licensed Media to third parties except as expressly permitted herein;
- c. Use the Licensed Media in any manner that is unlawful, defamatory, or otherwise objectionable as determined by Licensor.

6. Attribution

The Licensee shall not be required to provide attribution to the Licensor

7. Termination

The Licensor may terminate this Agreement immediately upon written notice if the Licensee breaches any term herein. Upon termination, the Licensee shall cease all use of the Licensed Media and destroy any copies in its possession.

8. Warranties and Indemnification

- The Licensor warrants that it has the right to grant this license.
- The Licensee agrees to indemnify and hold the Licensor harmless from any claims, damages, or liabilities arising from the Licensee's use of the Licensed Media.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New York State and the United States of America.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings relating to the Licensed Media.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Licensor:
Name: Signature: Ka A Parcel A
Signature: Kert Tarant
Date: May 7, 2025
Licensee: Name:
Name.
Signature:
Date:

Town Board meeting be adjourned at 7:56 PM.

Executive Session – as needed:

Motion to go into Executive Session to discuss collective bargaining negotiations per Article 14 of Civil Service Law.

Motion to come out of Executive session

Motion by: Charles A. Kostyk

Motion by: Dana M. Isabella

Seconded by: Dana M. Isabella

Seconded by: Daniel A. Bosley

Time: 7:11 PM

Time: 7:56 PM

	YES	<u>NO</u>		YES	<u>NO</u>
Thomas E. Wood	X		Thomas E. Wood	X	
Charles A. Kostyk	X		Charles A. Kostyk	X	
Dana M. Isabella	X		Dana M. Isabella	X	
Daniel A. Bosley	X		Daniel A. Bosley	X	
Michael S. Cashman	X		Michael S. Cashman	X	

Minutes Respectfully Submitted by:

Katie Kalluche, Town Clerk