

**TOWN OF PLATTSBURGH**  
**TOWN BOARD MONTHLY MEETING**  
**August 6, 2026**

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

**MEMBERS:**

**PRESENT**

**ABSENT**

|                                 |   |   |
|---------------------------------|---|---|
| Charles A. Kostyk, Supervisor   | X |   |
| Thomas E. Wood, Councilor       | X |   |
| Dana M. Isabella, Councilor     | X |   |
| Daniel A. Bosely, Councilor     |   | X |
| Ilona M. Kelting, Councilor     | X |   |
| Jonathan J. White, Town Clerk   | X |   |
| Matthew G. Favro, Town Attorney | X |   |

**Resolution No. 026-182**

**Accept Minutes of the Previous Meeting**

**RESOLVED**, that the minutes of **June 18, 2026** and **June 25, 2026** be accepted, and the reading of the minutes be dispensed with.

**Motion:** Ilona M. Kelting

**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><br><b>YES</b> | <b><u>TABLED</u></b> |
|-------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| Thomas E. Wood    | X                 |                  |                      |                                     |                      |
| Dana M. Isabella  | X                 |                  |                      |                                     |                      |
| Daniel A. Bosley  |                   |                  | X                    |                                     |                      |
| Ilona M. Kelting  | X                 |                  |                      |                                     |                      |
| Charles A. Kostyk | X                 |                  |                      |                                     |                      |



## **Public Comment -**

Christopher Theisen – Lives in the Hamlin Heights subdivision. My neighbors have a big problem with this development. We understood that this development would be single family homes. Communication with the Planning Department has not been good, they have been unresponsive. Described as workforce housing is not a true description. Concerned that this will be like Northwoods development which has sewage backups. Home sales will be tough because of this proposed project.

Bill Budvig – Traffic cannot be supported by local roads. The proposed project will be fifty feet from current property owners. Why not build this on other land nearby. This is a waste of state and federal tax dollars.

Ken Bachus – There is a place for a project like this, but not where it is proposed. This is egregious. This project will dwarf Heritage Heights development where half the homes are one story. The value of our homes will be negatively affected.

Retired Lady (unidentified) – I will not be comfortable in my backyard with this development. Concerned about crime, that it will be the same as with other similar subdivisions. I'm afraid I will not be able to sell my home.

Greg Bashard – I always expected some type of development behind us. There are other parcels along Tom Miller Road that are available, why not move this project to one of those.

Max Rhetney – Same concerns as other speakers. I have a one and three year old child. 2 concerns I have, that this will be like the Northwoods subdivision and the amount of additional traffic.

Dave Favreau – I'm concerned about the impact on the area wildlife, we have deer, bear, beaver, ducks, etc. The proposed development will disturb these animals.



**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-183**

**Abstract 8A-26**

**RESOLVED**, that the abstract of audited claims **No. 8A-26** for \$555,664.16, **Abstract 8A-26** prepays for the amount \$250,846.63 be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

**Motion:** Thomas E. Wood

**Seconded by:** Ilona M. Kelting

**Discussion:** None

|                   | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>ABSENT</u></b> | <b><u>CARRIED</u></b><br><b>YES</b> | <b><u>TABLED</u></b> |
|-------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| Thomas E. Wood    | X                 |                  |                      |                                     |                      |
| Dana M. Isabella  | X                 |                  |                      |                                     |                      |
| Daniel A. Bosley  |                   |                  | X                    |                                     |                      |
| Ilona M. Kelting  | X                 |                  |                      |                                     |                      |
| Charles A. Kostyk | X                 |                  |                      |                                     |                      |



**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-184**

**Monthly Department Reports**

**RESOLVED**, to receive and place on file Monthly Department Head Reports.

Building and Grounds –  
Codes and Zoning – **April 2026** and **May 2026**  
Dog Control Officer – **June 2026**  
Historian –  
Highway Superintendent – **June 2026**  
Justice Court –  
Parks and Recreation – **June 2026**  
Planning and Community Development –  
Safety Committee –  
Supervisors Financial Report – **June 2026**  
Tax Receiver –  
Town Clerk – **June 2026**  
Water Wastewater – **June 2026**

**Motion:**            **Ilona M. Kelting**

**Seconded by:**    **Dana M. Isabella**

**Discussion:**      **None**

|                          | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>ABSENT</u></b> | <b><u>CARRIED</u></b><br><b>YES</b> | <b><u>TABLED</u></b> |
|--------------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                                     |                      |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                                     |                      |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                                     |                      |



**TOWN OF PLATTSBURGH**  
**DEPARTMENT OF CODES AND ZONING**

**MEMO**

To: Honorable Chuck Kostyk, Town Supervisor  
Members of the Town Board

From: Stephen M. Imhoff, Code Enforcement Officer

Re: April, 2026 Monthly Report

**THE FOLLOWING NUMBER OF PERMITS AND ACTIVITIES ARE REPORTED:**

- 39 Building Permits were requested this month.
- 37 Building Permits were issued this month.
- 1 Permit(s) issued current month, paid/requested in a prior month.
- 3 Permit(s) requested current month, not issued yet (under review/requires additional information)
- Variance(s) requested current month, not on agenda yet (under review/requires additional information)
- 9 Permit(s) requested previous months, requires additional information from applicant
- Permit(s) requested current month - still pending letter from Planning Board
- Permit(s) issued current month, no fee required
- 1 Matter(s) before Zoning Board of Appeals (April, 2026)
- Permit(s) pending Town Board/Planning Board Action
- Misc: Zoning Comp Ltrs (); MHP Operating Permit (); Floodplain Dev ()
- Temp Cert of Occupancy (Res)
- 2 Burn Permits () / Renewals (1) / Home Inspection (1)
- 2 Fire Calls (Comm - 2 ; Res -)

|                          |           |           |                     |
|--------------------------|-----------|-----------|---------------------|
| Residential:             | 25        | \$        | 1,458,600.00        |
| Commercial & Industrial: | 15        | \$        | 436,000.00          |
| <b>Total:</b>            | <b>40</b> | <b>\$</b> | <b>1,894,600.00</b> |



**RESIDENTIAL:****DOLLAR AMOUNT:**

|   |                                             |    |              |
|---|---------------------------------------------|----|--------------|
|   | Single Family Residence                     | \$ | -            |
|   | Total SFR                                   | \$ | -            |
| 4 | Addition, Alteration and/or Reno of Res     | \$ | 23,500.00    |
|   | Bilco Door                                  | \$ | -            |
|   | Burn Permits                                | \$ | -            |
|   | Chimney Repair / Stone Veneer               | \$ | -            |
|   | Concrete Slab/Gravel Pad/Retaining Wall()   | \$ | -            |
| 2 | Demolition                                  | \$ | -            |
|   | Electrical Upgrade                          | \$ | -            |
| 7 | Erect / extend a Utility Shed               | \$ | 49,600.00    |
|   | Erect a 3-Season Sun Room                   | \$ | -            |
| 4 | Erect a DECK (4)/PORCH ()/GAZEBO ()         | \$ | 13,000.00    |
|   | Erect a Pole Barn                           | \$ | -            |
|   | Erect Handicap Ramp                         | \$ | -            |
|   | Erect Roof over Existing Roof on MH         | \$ | -            |
|   | Erect Seasonal Camp                         | \$ | -            |
|   | Fire Calls () / Temp COs                    | \$ | -            |
|   | Foundation Repair                           | \$ | -            |
|   | Garage, Attached                            | \$ | -            |
| 1 | Garage, Detached                            | \$ | 15,000.00    |
|   | Install of Prop Fireplace/Wood Stove/Pellet |    |              |
|   | Stove/Heating System -                      | \$ | -            |
|   | Install/Upgrade Generator                   | \$ | -            |
|   | Installation of Above-Ground Pool           | \$ | -            |
|   | Installation of Hot Tub                     | \$ | -            |
| 1 | Installation of In-Ground Pool              | \$ | 135,000.00   |
|   | Installation of Outdoor Wood Boiler         | \$ | -            |
| 1 | Lean-To / carport                           | \$ | 5,000.00     |
| 2 | Multi-Family Residence                      | \$ | 1,200,000.00 |
|   | Other - MHP Operating Permit                | \$ | -            |
| 1 | Other - Foster Care Inspection              | \$ | -            |
|   | Park & Occupy MH in Mobile Home Park        | \$ | -            |
|   | Park & Occupy MH on Private Lot             | \$ | -            |
|   | Permit fee paid; not issued current month   | \$ | -            |
|   | Remove Manufactured Home                    | \$ | -            |
|   | Renewals                                    | \$ | -            |
| 1 | Roof over Existing deck                     | \$ | 2,500.00     |
| 1 | Solar Panel Array                           | \$ | 15,000.00    |

**COMMERCIAL AND INDUSTRIAL:****DOLLAR AMOUNT:**

Erect / Addition Commercial Building

|   |                                           |       |              |
|---|-------------------------------------------|-------|--------------|
|   |                                           | \$    | -            |
|   | <u>Total Comm</u>                         | \$    | -            |
| 5 | Alter Tenant / Commercial Space           | \$    | 416,000.00   |
|   | Asbestos Abatement                        | \$    | -            |
|   | Charging Station                          | \$    | -            |
|   | Commercial Roofing Job                    | \$    | -            |
|   | Convert Res House to Commercial Use       | \$    | -            |
|   | Demolition                                | \$    | -            |
|   | Electrical Upgrade/Heating System         | \$    | -            |
| 3 | Erect /Repair Signage                     | \$    | -            |
| 1 | Erect Utility Shed/Storage Bldg/Pole Barn | \$    | 20,000.00    |
| 2 | Fire Calls                                | \$    | -            |
|   | Fire Suppression System                   | \$    | -            |
|   | HVAC Replacement - Rooftop Units          | \$    | -            |
|   | Install LPG Tank /Gasoline Tank / Gen     | \$    | -            |
| 3 | Occupy Commercial Business                | \$    | -            |
|   | Other - Floodplain Dev ()/ Zoning Comp () | \$    | -            |
|   | Remove Underground Storage Tanks          | \$    | -            |
| 1 | Renewals                                  | \$    | -            |
|   | Repair and/or Alteration of Comm Bldg     | \$    | -            |
|   | Self-Storage Buildings                    | \$    | -            |
|   | Solar Array System                        | \$    | -            |
|   | Temp Cert of Occupancy                    | \$    | -            |
|   | Temporary Banners/Signs                   | \$    | -            |
|   | Temporary Structure                       | \$    | -            |
|   | Wireless Telecommunications               | \$    | -            |
|   | Permit fee paid; not issued current month | \$    | -            |
|   | <i>Residential:</i>                       | 25 \$ | 1,458,600.00 |
|   | <i>Commercial &amp; Industrial:</i>       | 15 \$ | 436,000.00   |
|   | <b>Total:</b>                             | 40 \$ | 1,894,600.00 |

**TOWN OF PLATTSBURGH**  
**DEPARTMENT OF CODES AND ZONING**

**MEMO**

To: Honorable Chuck Kostyk, Town Supervisor  
Members of the Town Board

From: Stephen M. Imhoff, Code Enforcement Officer

Re: May, 2026 Monthly Report

**THE FOLLOWING NUMBER OF PERMITS AND ACTIVITIES ARE REPORTED:**

- 36 Building Permits were requested this month.
- 35 Building Permits were issued this month.
- 1 Permit(s) issued current month, paid/requested in a prior month.
- 1 Permit(s) requested current month, not issued yet (under review/requires additional information)
- Variance(s) requested current month, not on agenda yet (under review/requires additional information)
- 12 Permit(s) requested previous months, requires additional information from applicant
- Permit(s) requested current month - still pending letter from Planning Board
- Permit(s) issued current month, no fee required
- 4 Matter(s) before Zoning Board of Appeals (May, 2026)
- Permit(s) pending Town Board/Planning Board Action
- 1 Misc: Zoning Comp Ltrs (); MHP Operating Permit (1); Floodplain Dev ()
- Temp Cert of Occupancy (Res)
- 4 Burn Permits (2) / Renewals (2) / Home Inspection ()
- 4 Fire Calls (Comm - 4 ; Res -)

|                          |           |           |                   |
|--------------------------|-----------|-----------|-------------------|
| Residential:             | 23        | \$        | 162,741.48        |
| Commercial & Industrial: | 17        | \$        | 115,533.89        |
| <b>Total:</b>            | <b>40</b> | <b>\$</b> | <b>278,275.37</b> |



**RESIDENTIAL:****DOLLAR AMOUNT:**

|                         |                                             |    |           |
|-------------------------|---------------------------------------------|----|-----------|
| Single Family Residence |                                             | \$ | -         |
| Total SFR               |                                             | \$ | -         |
| 5                       | Addition, Alteration and/or Reno of Res     | \$ | 58,500.00 |
|                         | Bilco Door                                  | \$ | -         |
|                         | Burn Permits                                | \$ | -         |
|                         | Chimney Repair / Stone Veneer               | \$ | -         |
|                         | Concrete Slab/Gravel Pad/Retaining Wall ()  | \$ | -         |
|                         | Demolition                                  | \$ | -         |
| 3                       | Electrical Upgrade                          | \$ | 22,601.48 |
| 3                       | Erect / extend a Utility Shed               | \$ | 33,000.00 |
|                         | Erect a 3-Season Sun Room                   | \$ | -         |
| 8                       | Erect a DECK (8)/PORCH ()/GAZEBO ()         | \$ | 29,140.00 |
|                         | Erect a Pole Barn                           | \$ | -         |
| 1                       | Erect Handicap Ramp                         | \$ | 500.00    |
|                         | Erect Roof over Existing Roof on MH         | \$ | -         |
|                         | Erect Seasonal Camp                         | \$ | -         |
|                         | Fire Calls () / Temp COs                    | \$ | -         |
|                         | Foundation Repair                           | \$ | -         |
|                         | Garage, Attached                            | \$ | -         |
|                         | Garage, Detached                            | \$ | -         |
|                         | Install of Prop Fireplace/Wood Stove/Pellet |    |           |
|                         | Stove/Heating System -                      | \$ | -         |
|                         | Install/Upgrade Generator                   | \$ | -         |
|                         | Installation of Above-Ground Pool           | \$ | -         |
|                         | Installation of Hot Tub                     | \$ | -         |
|                         | Installation of In-Ground Pool              | \$ | -         |
|                         | Installation of Outdoor Wood Boiler         | \$ | -         |
|                         | Lean-To / carport                           | \$ | -         |
|                         | Multi-Family Residence                      | \$ | -         |
| 1                       | Other - MHP Operating Permit                | \$ | -         |
|                         | Other - Foster Care Inspection              | \$ | -         |
|                         | Park & Occupy MH in Mobile Home Park        | \$ | -         |
| 1                       | Park & Occupy MH on Private Lot             | \$ | 19,000.00 |
|                         | Permit fee paid; not issued current month   | \$ | -         |
|                         | Remove Manufactured Home                    | \$ | -         |
| 1                       | Renewals                                    | \$ | -         |
|                         | Roof over Existing deck                     | \$ | -         |
|                         | Solar Panel Array                           | \$ | -         |

**COMMERCIAL AND INDUSTRIAL:****DOLLAR AMOUNT:**

Erect / Addition Commercial Building

|                                     |                                             |       |            |
|-------------------------------------|---------------------------------------------|-------|------------|
|                                     |                                             | \$    | -          |
|                                     | <u>Total Comm</u>                           | \$    | -          |
| 2                                   | Alter Tenant / Commercial Space             | \$    | 50,000.00  |
|                                     | Asbestos Abatement                          | \$    | -          |
|                                     | Charging Station                            | \$    | -          |
| 1                                   | Commercial Roofing Job                      | \$    | 65,533.89  |
|                                     | Convert Res House to Commercial Use         | \$    | -          |
|                                     | Demolition                                  | \$    | -          |
|                                     | Electrical Upgrade/Heating System           | \$    | -          |
| 7                                   | Erect /Repair Signage                       | \$    | -          |
|                                     | Erect Utility Shed/Storage Bldg/Pole Barn   | \$    | -          |
| 4                                   | Fire Calls                                  | \$    | -          |
|                                     | Fire Suppression System                     | \$    | -          |
|                                     | HVAC Replacement - Rooftop Units            | \$    | -          |
|                                     | Install LPG Tank /Gasoline Tank / Gen       | \$    | -          |
| 1                                   | Occupy Commercial Business                  | \$    | -          |
|                                     | Other - Floodplain Dev (/)/ Zoning Comp (/) | \$    | -          |
|                                     | Remove Underground Storage Tanks            | \$    | -          |
| 1                                   | Renewals                                    | \$    | -          |
|                                     | Repair and/or Alteration of Comm Bldg       | \$    | -          |
|                                     | Self-Storage Buildings                      | \$    | -          |
|                                     | Solar Array System                          | \$    | -          |
|                                     | Temp Cert of Occupancy                      | \$    | -          |
| 1                                   | Temporary Banners/Signs                     | \$    | -          |
|                                     | Temporary Structure                         | \$    | -          |
|                                     | Wireless Telecommunications                 | \$    | -          |
|                                     | Permit fee paid; not issued current month   | \$    | -          |
| <b>Residential:</b>                 |                                             | 23 \$ | 162,741.48 |
| <b>Commercial &amp; Industrial:</b> |                                             | 17 \$ | 115,533.89 |
| <b>Total:</b>                       |                                             | 40 \$ | 278,275.37 |



# TOWN OF PLATTSBURGH

## HIGHWAY DEPARTMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGH.COM  
DEPT. LINE: (518)-562-6880  
FAX: (518)-563-8396  
TDD: (800)-662-1220

HIGHWAY SUPERINTENDENT  
GREG BURNELL

DEP. HIGHWAY SUPERINTENDENT  
JASON COOK

### MONTHLY HIGHWAY REPORT – JUNE 2026

**June 1** top soil, office work, checked on calls, marked dig safes, cut around drains on Smithfield, pick up tree on Melody Lane, fill hole on Hammond Lane, pick up trash on Hammond, Plaza, fix ditch on Cumberland Head, pull stump Mohawk, Champlain Park, pick up pool, worked on #52, #36, #23, worked on #41 paver screen rebuild, roadside mowing, worked in shop, mowed Route 3, mowed on base

**June 2** topsoil Vista, Wallace Hill, office work, marked out dig safes, called in dig safes, fixed drains on Smithfield, worked on #26 and trailer, worked on #41 paver, roadside mowing Cumberland Head, base

**June 3** black dirt Fay Lane, Wallace Hill, office work, check on calls, screen topsoil, drain basins on Smithfield, worked on #26, worked on #41 paver repairs, roadside mowing

**June 4** move cannons to shop, fill sink holes on base, office work, cut tree for Cadyville Fire Dept., check dig safes, drain on Smithfield, get cannons bring back to shop, fill holes on PARC, worked on #41 screen replacement, roadside mowing

**June 5**

**June 6**

**June 7** parade

**June 8** ditching, clean up trees, office work, pick up materials, check dig safes, drains on Smithfield, Cumberland Head black dirt, ditch Faye Lane, worked on #56, #37, paver, roadside mowing

**June 9** ditch Cumberland Head, black dirt Wallace Hill, office work, check dig safes, drains on Smithfield, worked on #36, #24, cleaned up shop, moved file cabinets, worked on #41 paver screen replacement, roadside mowing

**June 10** cut trees Tom Miller Road, haul from Upstone, clean manholes on Smithfield, office work, check dig safes, cold patch, haul item 4 from quarry to shop, worked on sewer jetter and paver, roadside mowing, screen black dirt

**June 11** cut tree, clean drains on Smithfield, office work, mark out dig safes, work on Smithfield, fix/cold patch storm basin on Smithfield, roadside mowing, work in shop, took mini to get fixed, tree removal on Nomad

**June 12**

**June 13**

**June 14**

**June 15** clean drains on Smithfield, pick up dead deer on Cumberland Head, office work, check on calls, cold patch on Ampersand & South Peru Street, move excavator for Beekmantown, work on #36, sewer jetter, clean in shop, worked on #41 paver, worked on vac trailer, roadside mowing

**June 16** vac drains on Smithfield, office work, check dig safes, pulled grates on Smithfield, worked on #36, #26, #41, mowed Rte. 3, put sprayer on paint trailer

*The Town of Plattsburgh is an equal opportunity provider and employer*



# TOWN OF PLATTSBURGH

## HIGHWAY DEPARTMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

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HIGHWAY SUPERINTENDENT  
GREG BURNELL

DEP. HIGHWAY SUPERINTENDENT  
JASON COOK

**June 17** empty drains on Smithfield, office work, hauled T/O Peru's excavator to Queensbury & hauled their loader back, worked on #46, took out trash, cleaned loader, got a pallet of water, fixed #37, worked on #41 paver repairs, jet culverts, fix drains, mowed Cumberland Head and Parc

**June 18**

**June 19**

**June 20**

**June 21**

**June 22** paint Plaza/ Hammond Lane, office work, check on calls, drains on Smithfield, cold patch, put culvert in South Junction Road, work out back of shop, worked on #26, screening plant and helped with paver, fixed washout, Beekmantown stone on Hammond Lane, Item 4, road side mowing Rte. 374, painted cross walks and stop bar on Rugar & Ampersand, flag for culvert installation, haul item 4 to shop, flag on Hammond Lane

**June 23** paint Plaza/Rugar/Ampersand, office work, check dig safes, pick up trash on Cumberland Head, fill in low spots by mailboxes Wallace Hill, ditch behind Freedom Fence, fixed basin on Smithfield & base, worked on #99, #41 paver, fixed shoulders, ditching

**June 24** ditch 374, pipe Allen Road, office work, set laser on 374, check on calls, meeting on Cumberland Head Rec Park, drains Arizona, Plaza, worked on screen plant, #26, #99, #41 paver, painted stop bars, cross walks on Plaza

**June 25** paint South Junction Road/base/Ampersand, drain on Plaza, screened black dirt, haul 1 load item #4, worked on #5 and screen plant, helped install new compressor, worked on #41 paver, used over rail mower on Rugar Street, painted markings on road

**June 26** Remove down tree in Champlain Park

**June 27** removal of dead animal

**June 28**

**June 29** paint base, Hammond Lane, Wallace Hill, Beekmantown, mow on base, worked on #36, #5, mowed on Route 3 and Rugar,

**June 30** cut curbs St. John St, fill holes New York, cold patch base, street sweeping Sears Blvd., mow base, worked on John Deere mower #5, cleaned up tools, grabbed all fire extinguishers, used over rail mower on Rugar St, Wallace Hill,

**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-185**

**Resolutions Authorizing the Supervisor to Enter into  
a Tier 3 Solar Decommissioning Agreement with NY  
PLATTSBURGH II, LLC and David Merkel**

**WHEREAS**, NY Plattsburgh II, LLC intends to build a Tier 3 solar energy generation “Project” on Benny Blake Road in the Town of Plattsburgh known as the Delaware River Solar (Benny Blake) Site Plan and Special Use Permit 2026; and

**WHEREAS**, the Town and NY Plattsburgh II, LLC and David Merkel (landowner/lease holder) wish to enter into an agreement to set forth terms and conditions of having funds available to pay for the costs of any Decommissioning of the “Project”; and

**WHEREAS**, Matthew Favro, Town Attorney, has reviewed the Decommissioning Agreement and related Decommissioning Plan and Deposit amount, and it is in the judgement of the Town Attorney that entering into the Decommissioning Agreement (a copy of which is hereby attached) is in the best interests of the Town of Plattsburgh; now, therefore, be it

**RESOLVED**, that the Town Supervisor is hereby authorized to execute any and all documents necessary to contract with NY Plattsburgh II, LLC and David Merkel regarding the decommissioning of the “Project”, and

**RESOLVED**, that a certified copies of this resolution be provided to the Business Office and Planning Department.

**Motion:** Dana M. Isabella

**Seconded by:** Ilona M. Kelting

**Discussion:** Mr. Kostyk – Reiterated and clarified information. Mr. Wood – Increase is 2% a year, is inflation an issue over the 20 year horizon? Mr. Favro – This is a standard contract provision. Planning Department agrees with the escrow amount.

|                          | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>ABSENT</u></b> | <b><u>CARRIED</u></b><br><b>YES</b> | <b><u>TABLED</u></b> |
|--------------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| <b>Thomas E. Wood</b>    | X                 |                  |                      |                                     |                      |
| <b>Dana M. Isabella</b>  | X                 |                  |                      |                                     |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | X                    |                                     |                      |
| <b>Ilona M. Kelting</b>  | X                 |                  |                      |                                     |                      |
| <b>Charles A. Kostyk</b> | X                 |                  |                      |                                     |                      |



Matthew B. Liponis  
Senior Associate  
Direct Dial: 518.433.2417  
Direct Facsimile: 518.465.1567  
MLiponis@hodgsonruss.com



July 16, 2026

**VIA E-MAIL**

Plattsburgh Town Board  
c/o Matthew G. Favro, Esq.  
151 Banker Road  
Plattsburgh, New York 12901-7307

*Re: Decommissioning Escrow Agreement - NY Plattsburgh II, LLC 4.98 MWac  
Tier 3 Solar Project on Benny Blake Road (SBL No. 220.-4-36)*

Dear Mr. Favro:

This firm represents NY Plattsburgh II, LLC (the "Applicant") in connection with its efforts to permit and construct a Tier 3 Solar Energy System (the "Project") on property located on Benny Blake Road (SBL No. 220.-4-36) (the "Property") in the Town of Plattsburgh, New York ("Town").

We are in receipt of Supervisor Kostyk's letter dated July 9, 2026 and subsequent email correspondence indicating that the Applicant's proposed decommissioning estimate is acceptable to the Town, which must be deposited in the form of a cash escrow. I have been advised that the Applicant is willing to move forward with the cash deposit in order to obtain its long-awaited building permit. Attached hereto is an escrow agreement for the Town Board's consideration, together with an updated decommissioning plan to reflect our most recent discussions.

As I understand this issue remains the only outstanding item before a building permit can be issued, we would appreciate the Town Board's consideration of this request at its next regularly scheduled meeting on July 23, 2026. In the meantime, should you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matt Liponis", written over a horizontal line.

Matthew B. Liponis

Matthew G. Favro, Esq.  
July 16, 2026  
Page 2 of 2

Encls: Proposed Decommissioning Escrow Agreement  
Updated Decommissioning Plan

ec: Supervisor Charles A. Kostyk  
Peter Dolgos  
Usman Chaudhry  
Thomas S. Berkman, Esq.

## SOLAR DECOMMISSIONING ESCROW AGREEMENT

**THIS SOLAR DECOMMISSIONING ESCROW AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (this "**Agreement**") by and between NY Plattsburgh II, LLC, a limited liability company having offices at 228 Aviation Ave, Ste 200, South Burlington, Vermont 05403 (the "**Company**"), David Merkel, an individual having an address of 45 Cumberland Ave, Plattsburgh, New York 12901 (the "**Property Owner**"), and the Town of Plattsburgh, (the "**Town**") a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 151 Banker Road, Plattsburgh, New York 12901. The Company and the Town may sometimes be referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

**WHEREAS**, the Company intends to construct, operate, and maintain a solar energy facility (the "**Project**" or "**Solar Facility**") on real property in the Town on Benny Blake Road (Tax Map # 220.-4-36) (the "**Property**"); and

**WHEREAS**, as a condition of approval of the Special Use Permit ("**SUP**") granted to the Company by the Town, the Town requires that the Company shall fund a decommissioning escrow to provide financial security to ensure that the Project is decommissioned consistent with the Town approved Decommissioning Plan last revised July 14, 2026 a copy of which is incorporated herein and is attached hereto as Exhibit "A"; and

**WHEREAS**, the purpose of this Agreement is to enable the Company to deposit certain funds with the Town in escrow to be used in compliance with the decommissioning requirements of the SUP and the Town's local law governing solar facilities.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

#### **1. Escrow Funds.** Company shall fund escrow as follows:

- a) **Decommissioning Escrow.** Prior to issuance of a building permit, Company shall deposit Two Hundred Forty Three Thousand Fifteen Dollars (\$243,015.00) with the Town to be held in escrow by the Town for use by the Town to pay contractors and other professionals, in accordance with the terms and conditions set forth herein and the applicable statute(s) and case law within the State of New York, to ensure that the Project is decommissioned consistent with the Decommissioning Plan (the "**Decommissioning Escrow Funds**"). Such Decommissioning Escrow shall be deposited in an interest-bearing account accruing to the benefit of the Company. To account for inflation, the Company shall ensure that the balance of the account as of the annual anniversary of the Commercial Operation Date is not less than the amount specified for the applicable Decommissioning Construction Year in the "Bond Value" schedule set forth in Appendix 2 to the Decommissioning Plan (the "**Required Balance Schedule**"), which escalates at

a fixed rate of two percent (2%) per year, compounded annually from the initial deposit amount set forth in this Section 1(a). For the avoidance of doubt, the Required Balance Schedule is calculated from such initial deposit amount and not from the actual balance of the account in the immediately preceding year, such that any interest accrued on, or any amount deposited by Company in, the account in any year in excess of the amount required under the Required Balance Schedule for that year shall not increase the minimum required balance for any subsequent year. Funds from this escrow account can be accessed by the Town for decommissioning purposes consistent with this Agreement. This Decommissioning Escrow shall remain in full force and effect until the Project is decommissioned consistent with the Decommissioning Plan. The Town may access and utilize funds from the Decommissioning Escrow, solely for decommissioning the Project, upon Operational Cessation or other triggering event, and after the expiration of any applicable cure period(s), as specified in Section 2 of this Agreement.

## **2. Access to Decommissioning Funds and Use.**

- a) The Company shall be primarily responsible for dismantling and removing the Solar Facility and restoring the Property, in the manner set forth in the Decommissioning Plan. The procedure set forth in the Decommissioning Plan shall be required if the Solar Facility does not produce power for a period of twelve (12) consecutive months ("**Operational Cessation**"). Operational Cessation shall mean that the Project is no longer generating any electricity, other than due to repairs to the Project or causes beyond the reasonable control of Property Owner/Company. If Operational Cessation has occurred, the Town shall notify the Company and Property Owner of any supposed abandonment of the Solar Facility. The Company shall commence the removal of the abandoned Solar Facility and the remediation of the site no later than ninety (90) days following such notice and decommissioning of the Solar Facility and restoration of the Property as required pursuant to the Decommissioning Plan shall be completed within twelve (12) months, or as soon as feasible given weather restrictions. Prior to the removal of any portion of the Solar Facility, all necessary permits shall be obtained from relevant governmental authorities, including, the Town Code Enforcement Office.
- b) If the Company fails to complete the required removal of the Solar Facility and restoration of the Property in accordance with Paragraph 2(a) of this Agreement and the Decommissioning Plan ("**Default**"), and only after all time periods provided in this Agreement have expired, the Town or its designated agents shall have the right, but not the obligation, to enter upon the Property and use Decommissioning Escrow Funds to dismantle and to remove the Solar Facility and remediate the Property in the manner set forth in the Decommissioning Plan. Prior to such action by the Town or its designated agents, the Town shall first notify the Company and Property Owner, in writing, and provide opportunity for the Company to cure the Default. If such Default has not been corrected and arrangements reasonably acceptable to the Town have not been made within no more than ninety (90) days, the Town may, without further notice to the Company, take steps it deems reasonable to correct the Default.

- c) Notwithstanding the foregoing, nothing in this Agreement shall impose the obligation upon the Town to enter upon the Property and dismantle and remove the Solar Facility. Any uncompensated costs incurred by the Town under this Agreement shall be the responsibility of the Company and may be reduced to a lien against the Company's personal property on the Property after notice to the Company and the Property Owner and an opportunity of at least fourteen (14) days to be heard by the Town Board. The Town's right of recovery by lien against the Company's personal property shall include all reasonable consulting costs of the Town, including reasonable and necessary attorneys' fees.
- d) This Agreement shall include, but is not limited to, the following appurtenant rights granted to the Town necessary to effectuate the meaning and intent hereof. These rights include, but are not limited to: (i) the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to decommission and remove the Solar Facility from the Property in accordance with the Decommissioning Plan; and (ii) the right to clear, excavate, fill, grade, or cultivate the area where the Solar Facility was situated on the Property in accordance with the Decommissioning Plan.
- e) Upon removal and decommissioning of the Project, the Applicant shall inform the Town accordingly, in writing. Upon the Town's determination that the Applicant has decommissioned and removed the Project and restored the Property as required pursuant to the Decommissioning Plan, the Town shall: (i) release the Applicant and Property Owner from this Agreement; and (ii) issue a certificate of completion and release. A determination that decommissioning of the Project has been satisfactorily completed shall be in the reasonable discretion of the Town.
- f) This Agreement is intended solely to benefit the Town. Notwithstanding anything to the contrary in this Agreement or otherwise, no other person or entity shall claim or be entitled to any rights created hereunder by virtue of any asserted status as a third-party beneficiary.
- g) This Agreement and the attached Decommissioning Plan constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, documents, and proposals, oral or written, between the Parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing and signed by authorized representatives of all Parties.

**3. Contractor and Consultant Invoices.** To ensure that the Decommissioning Escrow Funds are used by the Town for the purposes stated in Section 1 of this Agreement, the Town will require all contractors and professional consultants to provide detailed invoices to the Town, which shall be provided to the Company within five (5) business days upon written request.

**4. Termination.** This Agreement shall terminate and all remaining Decommissioning Escrow Funds shall be returned to the Company within thirty (30) days in the event:

- a) The Town provides written confirmation that the Company has decommissioned the Project consistent with the Decommissioning Plan, which shall not be unreasonably withheld; or
- b) The Town decommissions the Project consistent with the Decommissioning Plan.

**5. Captions and Headings** Captions and headings throughout this Agreement are for convenience and reference only and the words contained in said captions and headings shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement.

**6. Modifications.** This Agreement cannot be changed orally, but only by agreement in writing signed by the Parties against whom enforcement of the change, modification or discharge is sought or by its duly authorized agent.

**7. Severability; No Waiver.** If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect. The waiver by any party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

**8. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York.

**9. Dispute Resolution.** Any litigation related to this Agreement shall be initiated before a court of competent jurisdiction located in the State of New York. The parties hereby agree that any such litigation shall be venued in Clinton County, New York.

**10. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns. Company may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver additional documents or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement

**11. Entire Agreement.** The entire agreement of the Parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. The Parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

**12. Counterparts.** This Agreement may be entered in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

**13. Authority of Parties.** The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement. A Town Board resolution authorizing the execution of this Agreement shall be provided to Company by Town within 5 days of the Town Board's approval.

**14. Notice.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, or (2) on the first day following delivery via a nationally registered United States overnight courier service. For purposes of this Agreement only, any notices to the Parties shall be directed as set forth below:

If to the Company:  
NY Plattsburgh II, LLC  
c/o Gregg Beldock  
228 Aviation Ave, Ste 200  
South Burlington, VT 05403  
Copy to: [invoices@bullrockcorp.com](mailto:invoices@bullrockcorp.com)

If to the Town:  
Town of Plattsburgh  
c/o Town Supervisor  
151 Banker Road  
Plattsburgh, NY 12901

If to Property Owner:  
David Merkel  
45 Cumberland Ave  
Plattsburgh, NY 12901

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section.

*[Signature pages to follow]*

**IN WITNESS WHEREOF,** Company, Property Owner, and Town have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

**NY PLATTSBURGH II, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**DAVID MERKEL**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**TOWN OF PLATTSBURGH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

# **Exhibit A**

(Decommissioning Plan)

# NY Plattsburgh II, LLC

## Decommissioning Plan

---

July 8, 2025

Revised June 16, 2026

Revised July 14, 2026

### 12 BENNY BLAKE ROAD SOLAR FACILITY

Prepared for  
Town of Plattsburgh  
Clinton County, New York

Prepared By:  
**NY Plattsburgh II, LLC**  
**228 Aviation Avenue, Suite 200**  
**South Burlington VT 05403**

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## **1. Introduction**

NY Plattsburgh II, LLC (“**Project Owner**”) proposes to build a photovoltaic (PV) solar facility (“**Solar Facility**”) at 12 Benny Blake Road in the Town of Plattsburgh (“**Town**”) under New York State’s Community Solar initiative. The Solar Facility is planned to have a nameplate capacity of approximately 4.98 megawatts (MW) alternating current (AC) and be constructed on private land (“**Project Site**”) leased by the Project Owner from the property owner (“**Property Owner**”).

This Decommissioning Plan (“**Plan**”) is being submitted to the Town as required by the “Town of Plattsburgh Solar Energy Local Law” (“**Solar Energy Law**”), under clause H section 6, and provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including activities related to the restoration of land, management of materials and waste, projected costs, and a proposed decommissioning security agreement overview. The Solar Facility is considered a “Tier 3 Solar Energy System” under the Solar Energy Law.

The Solar Facility will have a useful life of thirty (30) years. The lease agreement (“**Lease**”) between the Project Owner and Property Owner will have a thirty (30) year lease term, subject to mutual five (5) year extensions.

This Plan assumes the Solar Facility will be dismantled, and the Project Site restored to a state similar to its pre-construction condition, at the thirty (30) year anniversary of the Solar Facility’s commercial operation date (“**Expected Decommissioning Date**”). This Plan also covers the case of the abandonment of the Solar Facility, for any reason, prior to the Expected Decommissioning Date.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the utility electrical grid and the removal of all Solar Facility components, including:

- Photovoltaic (PV) modules, module racking and supports.
- Inverter units, substation, transformers, and other electrical equipment.
- Access roads, wiring cables, perimeter fence.
- Inverter pad concrete foundations.

This Plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

## 2. The Proponent

The Project Owner will manage and coordinate the decommissioning process. The Project Owner will obtain all necessary regulatory approvals that vary depending on the jurisdiction, project design, and site location. The Project Owner will be committed to the safety, health, and welfare of the hosting community.

The conditions and obligations of this Decommissioning Plan shall be bounded upon the Project Owner, it heirs, executors, administrators, successors or assigns.

Contact information for the proponent is as follows:

|                   |                                                                  |
|-------------------|------------------------------------------------------------------|
| <b>Company:</b>   | <u>NY Plattsburgh II, LLC</u>                                    |
| <b>Contact:</b>   | <u>TBD</u>                                                       |
| <b>Address:</b>   | <u>228 Aviation Avenue, Suite 200, South Burlington VT 05403</u> |
| <b>Telephone:</b> | <u>TBD</u>                                                       |
| <b>Email:</b>     | <u>TBD</u>                                                       |

### 2.1 Project Information

|                        |                                                   |
|------------------------|---------------------------------------------------|
| <b>Address:</b>        | <u>12 Benny Blake Rd, Plattsburgh, NY 12901</u>   |
| <b>Tax ID:</b>         | <u>220.-4-36</u>                                  |
| <b>Project Size:</b>   | <u>Solar Facility of approximately 4.98 MW AC</u> |
| <b>Property Owner:</b> | <u>David Merkel</u>                               |
| <b>Site Agreement:</b> | <u>Executed Lease</u>                             |

## 3. Decommissioning of the Solar Facility

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. All removal of equipment will be done in accordance with any applicable laws and regulations, including without limitation, the local laws of the Town applicable to solar energy systems, and manufacturer recommendations. All applicable permits will be acquired.

The decommissioning process of the Solar Facility may commence for the following reasons: (a) Project Owner provides written notice to the Town of its intent to retire or decommission the Project (“**Owner Decommissioning Notice**”) for any reason, including the Solar Facility is damaged and will not be repaired or replaced, (b) the Solar Facility ceases to be operational for more than twelve (12) consecutive months, or (c) the expiration of the Lease with the Property Owner. In event the Project Owner fails to commence decommissioning of the Solar Facility within ninety (90) days after providing Owner Decommissioning Notice or fails to respond with a reasonable explanation for cessation of operation of the Project within 30 days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project if the Project Owner fails to decommission the Solar Facility within 360 days of the Owner Decommissioning Notice or Town Decommissioning Notice. The Town shall provide Project Owner thirty (30) days written notice

(“Town Decommissioning Notice”) prior to the commencement of any decommissioning of the Solar Facility by the Town. For the purposes of this Agreement, “ceases to be operational” shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of the Project Owner.

#### **4.1 Equipment Dismantling and Removal**

Generally, decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed at an approved solar module recycler or reused / resold.
3. All non-utility aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site at an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site at an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by at approved facility.
6. Concrete foundations shall be removed and disposed off-site at an approved facility.
7. Fencing shall be removed and will be disposed off-site by at approved facility.

#### **4.2 Environmental Effects**

Decommissioning activities, particularly the removal of installed components could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented. These will remain in place until the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Project Site.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from machinery and an increase in trips to the Project Site. Work will be undertaken during daylight hours and conform to any applicable restrictions.

#### **4.3 Site Restoration**

Through the decommissioning phase, the Project Site will be restored to a state similar to its pre-construction condition. All installed components (see **Appendix 1**) will be removed. Rehabilitated lands will be seeded with a low-growing species to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

#### **4.4 Managing Materials and Waste**

During the decommissioning phase a variety of excess materials and wastes (see listed in **Appendix 1**) will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an approved facility. The Project Owner will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

The Project Owner will be responsible for the logistics of collecting and disposing or recycling the PV modules. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. Due to a recent increase in the use of solar energy technology, a large number of modules from a variety of projects will be nearing the end of their lifespan in 25-30 years. It is anticipated there will be more recycling options available for modules at that time. The Project Owner will dispose of the modules using best management practices at the time of decommissioning.

#### **4.5 Decommissioning During Construction or Abandonment Before Maturity**

In case of abandonment of the Solar Facility during construction or prior to the Expected Decommissioning Date, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored. The Solar Facility will be dismantled, materials removed and disposed, the soil that was removed will be graded and the site restored to a state similar to its preconstruction condition.

#### **4.6 Decommissioning Notification**

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Project Site. The local municipality will be notified prior to commencement of any decommissioning activities. Six months prior to decommissioning, Project Owner will update their list of stakeholders and notify appropriate municipalities of decommissioning activities. Federal, county, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

#### **4.7 Approvals**

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of the Solar Facility will follow standards of the day. Project Owner will ensure that any required permits are obtained prior to decommissioning.

This Plan may be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

**5. Cost of Decommissioning**

The estimated costs indicated on Appendix 2 have been prepared by P.W. Grosser Consulting Engineer and Hydrologist, D.P.C. Such estimated costs are based on the “intended for construction” site plans submitted with the building permit application to the Town and executed on July 6, 2026 by the Project Owner and executed on July 9, 2026 by both the Town Planning Department and Planning Board Chairman

While the salvage value of valuable recyclable materials (aluminum, steel, copper, etc.) is not factored into the decommissioning costs, the salvage value of such materials (to be determined based on market rates at the time of salvage) is expected to be an amount that could substantially cover the estimated decommissioning cost.

**6. Decommissioning Security**

Prior to the issuance of the building permit, Project Owner will provide financial assurance to the Town that funds will be available to decommission the Solar Facility. The form of financial surety that will be provided is the estimated costs indicated on Appendix 2 deposited to the Town and held in escrow. Such amount escalates 2.0% annually on the anniversary date of commercial operation and Project Owner will make an annual deposit to the escrow account such that the decommissioning amount is not less than the amount set forth in Appendix 2. The Town may utilize the decommissioning escrow deposit for the removal of the Solar Facility upon abandonment as set forth in section 3 herein. A “Decommissioning Agreement” and/or “Escrow Agreement” will be executed between the Project Owner and Town more fully describing the financial surety described above.

**7. Summary**

This Plan has been submitted as part of the Town’s Site Plan/Special Use Permit review under the Solar Energy Law. The Solar Facility is a Tier 3 Solar Energy System as set forth in the Solar Energy Law. Town review of the Site Plan/Special Use Permit includes this Plan.

## APPENDIX I

### Management of Excess Materials and Waste

| Material / Waste                              | Means of Managing Excess Materials and Waste                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PV Modules                                    | If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal and semiconductor materials will be separated and recycled.                                                                                                                                                                                                                         |
| Metal array mounting racks and steel supports | These materials will be disposed off-site at an approved facility.                                                                                                                                                                                                                                                                                                                                                                                                              |
| Transformers and substation components        | The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer and step-up transformers in the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.                                                       |
| Inverters, fans, fixtures                     | The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.                                                                                                                                                                                                                                                                                 |
| Gravel (or other granular)                    | It is possible that the municipality may accept uncontaminated material without processing for use on local roads, however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the materials can be processed for salvage. It is not expected that any such material will be contaminated.                                                                                                   |
| Geotextile fabric                             | It is assumed that during excavation of the components, a large portion of the geotextile will be "picked up" and sorted at the reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an approved disposal facility.                                                                                                                                                  |
| Concrete inverter/transformer Foundations     | Concrete foundations will be broken down and transported by a certified and licensed contractor to a recycling or approved disposal facility.                                                                                                                                                                                                                                                                                                                                   |
| Cables and wiring                             | The electrical line that connects the utility electrical grid to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices. |
| Fencing                                       | Fencing will be removed and recycled at a metal recycling facility.                                                                                                                                                                                                                                                                                                                                                                                                             |
| Debris                                        | Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.                                                                                                                                                                                                                                                                                                                           |

## APPENDIX 2

### Estimated Decommissioning Costs

Site Address: 12 Benny Blake Rd, Plattsburgh, NY 12901  
 Prepared For: NY Plattsburgh II, LLC  
 Project Size: 4.98 MW  
 Prepared By: PW Grosser Consulting

| SYSTEM SPECIFICATIONS       | Units | Quantity |
|-----------------------------|-------|----------|
| Number of Modules           | EA    | 11,040   |
| Number of Racks             | EA    | 460      |
| Number of Inverters         | EA    | 20       |
| Concrete Pads or Ballasts   | EA    | 2        |
| MV Trench and Cable         | LF    | 1,516    |
| Number of Foundation H-Post | EA    | 2,760    |
| Length of Perimeter Fence   | LF    | 6,386    |
| Seed Disturbed Area         | SF    | 242      |

#### 1. Disassembly & Disposal

| Item # | Item                                                    | Quantity | Unit | Unit Rate | Total Cost |
|--------|---------------------------------------------------------|----------|------|-----------|------------|
| 1      | Remove Rack Wiring                                      | 48,854   | LF   | \$ 0.68   | \$ 33,353  |
| 2      | Remove Panels                                           | 11,040   | EA   | \$ 4.7    | \$ 51,888  |
| 3      | Remove Transformer                                      | 2        | EA   | \$ 1,983  | \$ 3,965   |
| 4      | Disposal fee for Damaged Panels                         | 289      | CY   | \$ 21     | \$ 6,071   |
| 5      | Dismantle and Remove Racks                              | 460      | EA   | \$ 34.14  | \$ 15,703  |
| 6      | Remove Electrical Equipment                             | 20       | EA   | \$ 793    | \$ 15,860  |
| 7      | Breakup and Remove Concrete Pads or Ballasts            | 2        | EA   | \$ 1,309  | \$ 2,618   |
| 8      | Remove MV trench and cable                              | 1,516    | LF   | \$ 0.68   | \$ 1,035   |
| 9      | Remove Ground H-Post and Power Poles (Racking Posts)    | 2,760    | EA   | \$ 8.53   | \$ 23,554  |
| 10     | Remove Fence                                            | 6,386    | LF   | \$ 1.01   | \$ 6,453   |
| 11     | Seed Disturbed Areas                                    | 242      | SF   | \$ 1      | \$ 147     |
| 12     | 40CY Dumpster - Hauling                                 | 1,213    | CY   | \$ 15.23  | \$ 18,479  |
| 13     | Trucking Cost for Racking, H Posts, and Concrete Debris | 20       | EA   | \$ 585    | \$ 11,796  |
| 14     | SWPPP Preparation and Inspections (2 Months)            | 2        | EA   | \$15,000  | \$ 30,000  |
|        | Gross Decommissioning Cost                              |          |      |           | \$ 220,923 |
|        | Contingency (10%)                                       |          |      |           | \$ 22,092  |
|        | Total Decommissioning Cost                              |          |      |           | \$ 243,015 |

| Bond Value                        |                      |
|-----------------------------------|----------------------|
| Decommissioning Construction Year | Decommissioning Cost |
| 1                                 | \$ 243,015           |
| 2                                 | \$ 247,875           |
| 3                                 | \$ 252,833           |
| 4                                 | \$ 257,889           |
| 5                                 | \$ 263,047           |
| 6                                 | \$ 268,308           |
| 7                                 | \$ 273,674           |
| 8                                 | \$ 279,148           |
| 9                                 | \$ 284,731           |
| 10                                | \$ 290,425           |
| 11                                | \$ 296,234           |
| 12                                | \$ 302,159           |
| 13                                | \$ 308,202           |
| 14                                | \$ 314,366           |
| 15                                | \$ 320,653           |
| 16                                | \$ 327,066           |
| 17                                | \$ 333,608           |
| 18                                | \$ 340,280           |
| 19                                | \$ 347,085           |
| 20                                | \$ 354,027           |
| 21                                | \$ 361,107           |
| 22                                | \$ 368,330           |
| 23                                | \$ 375,696           |
| 24                                | \$ 383,210           |
| 25                                | \$ 390,874           |
| 26                                | \$ 398,692           |
| 27                                | \$ 406,666           |
| 28                                | \$ 414,799           |
| 29                                | \$ 423,095           |
| 30                                | \$ 431,557           |

Assumes an annual 2% inflation rate for Year 2 and beyond

#### 2. Salvage Value

| Item # | Item                                                   | Quantity | Unit | Unit Rate | Total Cost |
|--------|--------------------------------------------------------|----------|------|-----------|------------|
| 15     | Steel                                                  |          |      |           |            |
|        | a) Racks                                               | 138      | Ton  | \$ 100    | \$ 13,795  |
|        | b) H-posts                                             | 235      | Ton  | \$ 100    | \$ 23,476  |
| 16     | Copper                                                 |          |      |           |            |
|        | a) Wire                                                | 5        | Ton  | \$ 3,772  | \$ 18,860  |
| 17     | PV Panels (65% Undamaged Reusable Panels @ \$12/panel) | 7,176    | EA   | \$ 12     | \$ 86,112  |
|        | Total Salvage Value                                    |          |      |           | \$ 242,043 |

| Item # | Source: RSMeans and Historical Data                                                                                                                                                                                                                                                          | Assumption              |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1      | Crew A-5 (2 Laborers, .25 Truck Driver, .25 Flatbed Truck w/ Gas 1.5 ton - RSMeans)                                                                                                                                                                                                          | 1500 LF/daily           |
| 2      | EPRI Report (3002013116), Appendix A - Remove Solar Module and Place in Dumpster: 38,680 EA @ \$153.211. Unit cost of 3.96/module escalated at 2%/yr for 8 years (2017-2026) to 4.70/module                                                                                                  | 10 modules/hr/laborer   |
| 3      | Crew A-5 +A-3I (2 Electricians, .25 Truck Driver, .25 Flatbed Truck, 1 Crane, 1 Crane Operator) - RSMeans                                                                                                                                                                                    | 2/day                   |
| 4      | Landfill/recycling charges for damaged/non-salvageable solar panels (3,973 modules, 297 CY at 0.075 CY/module per EPRI 3002013116) and concrete pad debris (101.7 CY- BESS pad and equipment pad, assumed 12" depth). Unit disposal rate of \$21/CY escalated from EPRI baseline of \$18/CY. | \$21/CY                 |
| 5      | Crew A-5 (2 Laborers, .25 Truck Driver, .25 Flatbed Truck w/ Gas 1.5 ton                                                                                                                                                                                                                     | 30/day                  |
| 6      | Crew A-5 +A-3I (2 Electricians, .25 Truck Driver, .25 Flatbed Truck, 1 Crane, 1 Crane Operator) - RSMeans                                                                                                                                                                                    | 5/day                   |
| 7      | Crew B-17 (2 Laborers, 1 Equip. Oper, 1 Truck Driver, 1 Backhoe Loader, 1 Dump Truck) - RSMeans                                                                                                                                                                                              | 2/day                   |
| 8      | Crew A-5 (2 Laborers, .25 Truck Driver, .25 Flatbed Truck w/ Gas 1.5 ton - RSMeans                                                                                                                                                                                                           | 1500LF/daily            |
| 9      | Crew A-5 (2 Laborers, .25 Truck Driver, .25 Flatbed Truck w/ Gas 1.5 ton - RSMeans                                                                                                                                                                                                           | 60 post pairs/daily     |
| 10     | Crew B-6 (2 Laborers, 1 Equip. Operator, 1 Backhoe Loader) @ \$2,355.00/day                                                                                                                                                                                                                  | 800 LF/day/laborer      |
| 11     | Seeding only the disturbed H-post areas. Based on EPRI 3002013116, Appendix A, escalated to 2026 dollars @ \$0.61/SF                                                                                                                                                                         | \$0.61/SF               |
| 12     | Trucking cost covers transportation of solar panels (1,214 CY) to recycling/disposal facility at \$15.23/CY via 40 CY dumpster trucks per EPRI 3002013116, Appendix A, escalated to 2026 dollars.                                                                                            | \$15.23/CY              |
| 13     | Based on EPRI steel scrap weight and typical flatbed capacity to be 20 tons @ \$500/per truck                                                                                                                                                                                                | 37 trucks x \$500/truck |
| 15     | Based on peer-reviewed decommissioning cost study; assumes recyclable dirty steel valued at \$100/ton                                                                                                                                                                                        | \$100/ton               |
| 16     | Based on peer-reviewed decommissioning cost study; assumes recoverable insulated copper wire valued at \$3,230/ton (2018) inflation-adjusted for 8 years (2018-2026) to \$3,772/ton - EPRI 2018 Technical Report                                                                             | \$3,772/ton             |
| 17     | Based on 25-year end-of-life valuation study; assumes 65% functional modules at reuse value of \$12/panel                                                                                                                                                                                    | \$12/reusable panel     |

#### Notes:

Does not include salvage values of the equipment and timber.

Does not include the removal of any vegetation planted at the site.

Assumes most of the access road to remain at the site.

Assumes no grading is needed.

Assumes disturbed area will be only the area of access road, inverter pad and racking post.

Costs derived from RS Means Heavy Construction Costs 2026 and EPRI Report (3002013116) 2016.

Decommissioning quantities are based on the currently available site plans and project information and may vary depending on final design, construction, and site conditions.

**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-186**

**Request to Advertise for Bids for Fence and Gate  
for Salt Shed Project on Fairgrounds Road**

**WHEREAS**, the Town of Plattsburgh has a draft site plan for the Salt Shed project; and

**WHEREAS**, the specifications for the fence and gate are as follows: 1050 Feet of Green Chain Link with Privacy Slats and a sliding remote control security gate; and

**WHEREAS**, Greg Burnell, Highway Superintendent, has requested to solicit bids for purchase and installation of the fence and gate; now, therefore, be it

**RESOLVED**, that the Town Clerk is hereby authorized to advertise for the purchase and installation of 1050 Feet of Green Chain Link Fencing with Privacy Slats and a Sliding Remote Control Security Gate, and that said advertisement shall be placed on the Town Website and the Town Clerk's Bulletin Board; and it is further

**RESOLVED**, that all sealed bids must be received at the Town of Plattsburgh Town Clerk's Office, located at 151 Banker Road, Plattsburgh, NY 12901, no later than 2:00 PM on Monday August 31st, at which time and place said bids will be publicly opened and read; and it is further

**RESOLVED**, that the Town of Plattsburgh Town Board reserves the right to reject any or all bids offered; and be it further

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

**Motion:**            **Dana M. Isabella**

**Seconded by:**   **Thomas E. Wood**

**Discussion:**      **None**

**YES      NO      ABSENT      CARRIED      TABLED**

**YES**

|                          |          |  |          |  |  |
|--------------------------|----------|--|----------|--|--|
| <b>Thomas E. Wood</b>    | <b>X</b> |  |          |  |  |
| <b>Dana M. Isabella</b>  | <b>X</b> |  |          |  |  |
| <b>Daniel A. Bosley</b>  |          |  | <b>X</b> |  |  |
| <b>Ilona M. Kelting</b>  | <b>X</b> |  |          |  |  |
| <b>Charles A. Kostyk</b> | <b>X</b> |  |          |  |  |



**TOWN OF PLATTSBURGH  
ADVERTISEMENT FOR BIDS**

**Chain Link Fence Purchase and Installation – Highway Department**

The Town of Plattsburgh is soliciting sealed bids for the purchase and installation of 1050 ft of chain link fence with privacy slats and a sliding mechanized gate at the Salt Shed on Fairgrounds Road for use by the Town of Plattsburgh Highway Department.

**RECEIPT OF SEALED BIDS:**

The Town of Plattsburgh will accept sealed bids on or before **2:00PM EST on Monday, August 31<sup>st</sup>, 2026**, at which time all received bids will be publicly opened and read aloud.

Bids shall be delivered, in person, in a sealed envelope with their company name, labeled: "Bids for Salt Shed Fence" and must be dated. Sealed bids should be delivered to:

Town Clerk's Office  
Town of Plattsburgh  
151 Banker Road  
Plattsburgh, NY 12901

The Town of Plattsburgh reserves the right to reject any or all bids offered. The Town of Plattsburgh will accept the bid that is deemed in the best interest of the Town.

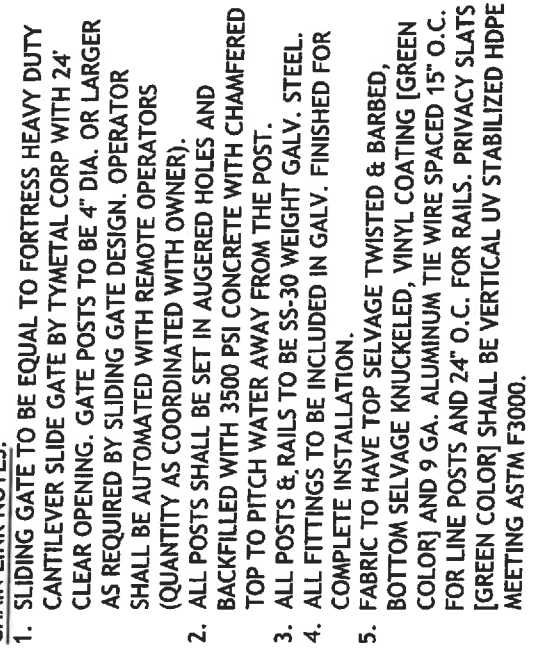
Contractor is responsible for registering the project with the NYS Department of Labor, and including the Town of Plattsburgh as a point of contact. The contractor is responsible for providing the PRC number to the Town of Plattsburgh Business Office.

Bid specifications may be obtained by contacting the Town Clerk's Office at (518) 562-6832 or by visiting the Town of Plattsburgh website at [townofplattsburghny.gov](http://townofplattsburghny.gov)

**BY ORDER OF OFFICE OF THE TOWN CLERK  
TOWN OF PLATTSBURGH**

**RECEIVED**  
AUG 11 2026  
TOWN CLERK'S OFFICE  
TOWN OF PLATTSBURGH





**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-187**

**3% Site Plan Return Deposit for  
American Legion Site Plan 2025**

**WHEREAS**, the Town of Plattsburgh Planning Board has reviewed and approved all requirements of the American Legion Site Plan 2025; and

**WHEREAS**, the Planning & Community Development Department has coordinated inspection of said project and reports all requirements have been met and completed; now, therefore be it

**RESOLVED**, that the Supervisor is hereby authorized and directed to release the said deposit in the amount of \$369.00 plus accrued interest to date; and it is further

**RESOLVED**, that a certified copy of this Resolution be forwarded by the Planning & Community Development Department Secretary, with the return of deposit to American Legion Post 1619.

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

**Seconded by:**        **Dana M. Isabella**

**Discussion:**           **None**

|                          | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>ABSENT</u></b> | <b><u>CARRIED</u></b><br><b>YES</b> | <b><u>TABLED</u></b> |
|--------------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                                     |                      |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                                     |                      |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                                     |                      |





# TOWN OF PLATTSBURGH

## PLANNING & COMMUNITY DEVELOPMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGHNY.GOV  
DEPT. LINE: (518)-562-6850  
FAX: (518)-563-8396  
TDD: (800)-662-1220

SENIOR PLANNER  
TREVOR COLE, AICP

SENIOR PLANNER  
JESSICA KOGUT, AICP

PLANNING BOARD SECRETARY  
MICHELE BUCKMINSTER

July 23, 2026

TO: Honorable Charles Kostyk and  
Members of the Town Board

RE: American Legion Site Plan 2025  
Request for Refund of 3% Construction Deposit

Dear Mr. Kostyk and Town Board Members:

The Planning & Community Development Department is requesting the 3% construction deposit, which we are holding for the American Legion Site Plan 2025, to be released. The amount for the deposit placed on file is \$369.00. All requirements for this project are complete therefore it is no longer necessary to hold the deposit. We recommend this deposit in the amount of \$369.00 plus accrued interest be refunded to American Legion Post 1619.

If you have any questions regarding the above, please contact the Planning & Community Development Office at the Town of Plattsburgh.

Sincerely yours,

Trevor Cole, AICP  
Senior Planner

**TOWN OF PLATTSBURGH**  
**TOWN BOARD MONTHLY MEETING**  
**August 6, 2026**

**Resolution No. 026-188**

**Standard Work Day and Reporting Resolution –**  
**Ilona M. Kelting, Town Board Councilperson**

**WHEREAS**, Regulation 315.4 from the Office of the New York State Comptroller was passed and became effective January 1, 2016, and as per the regulation it is required that the Town Board of the Town of Plattsburgh adopt a Standard Work Day and Reporting Resolution it is required the term and days worked per month be reported for each such office or position; and further

**WHEREAS**, the Standard Work Day and Reporting Resolution should be updated periodically to reflected changes in work hours and for newly elected and appointed officials; and be it further,

**RESOLVED**, that the Town Board of the Town of Plattsburgh does hereby set the standard work day and service credit, that will be reported to the New York State and Local Employees' Retirement System as attached; and be it further

**RESOLVED**, that on passing, this Resolution shall be posted on the Town website and the official signboard located near the Town Clerk's office for a minimum of thirty days; and be it further

**RESOLVED**, that a certified copy of this Resolution, and an affidavit of posting, be filed with the Office of the State Comptroller within 45 days of the adoption of said Resolution.

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

**Seconded by:**   **Dana M. Isabella**

**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>YES</b>            |                      |
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                       |                      |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                       |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                       |                      |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                       |                      |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                       |                      |





Received Date

Standard Work Day and  
Reporting Resolution for  
Elected and Appointed Officials

Employer Location Code

3 0 6 4 2

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(rev. 12/23)

BE IT RESOLVED, that the Town of Plattsburgh

(Name of Employer)

/ 30642

(Location Code)

hereby established the following standard work days for these titles and will

report the officials to the New York State and Local Retirement based on their record of activities:

| Elected Officials:   | Name          | Social Security Number | NYS LRS ID | Title          | Current Term Begin & End Dates | Standard Work Day | Record of Activities Result | Not Submitted            | Pay Frequency | Tier 1                   |
|----------------------|---------------|------------------------|------------|----------------|--------------------------------|-------------------|-----------------------------|--------------------------|---------------|--------------------------|
|                      |               |                        |            |                |                                |                   |                             |                          |               |                          |
| Appointed Officials: |               |                        |            |                |                                |                   |                             |                          |               |                          |
|                      | Ilona Kelting | 0496                   | R11385083  | Council Person | 11/20/2025 - 12/31/2026        | 6                 | 1.78                        | <input type="checkbox"/> | Monthly       | <input type="checkbox"/> |
|                      |               |                        |            |                |                                |                   |                             | <input type="checkbox"/> |               | <input type="checkbox"/> |
|                      |               |                        |            |                |                                |                   |                             | <input type="checkbox"/> |               | <input type="checkbox"/> |
|                      |               |                        |            |                |                                |                   |                             | <input type="checkbox"/> |               | <input type="checkbox"/> |

I, Jonathan White

(Name of Secretary or Clerk)

secretary/clerk of the governing board of the Town of Plattsburgh

(Name of Employer)

of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Plattsburgh on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, Jonathan White

(Name of Secretary or Clerk)

being duly sworn, deposes and says that the posting of the Resolution began on

\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

☐ Employer's website at: \_\_\_\_\_

☐ Official sign board at: \_\_\_\_\_

☐ Main entrance Secretary or Clerk's office at: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_ (for additional rows, attach a RS 2417-B form.)



(seal)

# Instructions for completing the Standard Work Day and Reporting Resolution

| A                   | B                      | C         | D                      | E                             | F                 | G                           | H             | I             | J      |
|---------------------|------------------------|-----------|------------------------|-------------------------------|-------------------|-----------------------------|---------------|---------------|--------|
| Name                | Social Security Number | NYSLRS ID | Title                  | Current Term Begin & End Date | Standard Work Day | Record of Activities Result | Not Submitted | Pay Frequency | Tier 1 |
| Elected Officials   |                        |           |                        |                               |                   |                             |               |               |        |
| John Smith          | 0000                   | R11111111 | Highway Superintendent | 1/1/2018-12/31/2019           | 8.00              | 32.79                       |               | Weekly        |        |
| Mitchell e Jones    | 1111                   | R11111111 | Town Justice           | 1/1/2018-12/31/2018           | 6.25              |                             | X             | Bi-Weekly     | X      |
| Appointed Officials |                        |           |                        |                               |                   |                             |               |               |        |
| Joseph Grey         | 2222                   | R22222222 | Planning Board Member  | 1/1/2018-12/31/2018           | 7.00              | 17.54                       |               | Monthly       |        |

**A. Name:** The official's complete first and last name must be included for identification purposes.

**B. Social Security Number:** The last four digits of the official's Social Security Number must be included for identification purposes. For security purposes, the last four digits of the Social Security Number can be omitted from the publicly posted version.

**C. NYSLRS ID:** The official's NYSLRS ID must be included for identification purposes. For security purposes, the NYSLRS ID can be omitted from the publicly posted version.

**D. Title:** All paid elected and appointed officials (who are active members of the Retirement System) and are not paid hourly and do not participate in an employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals must be listed. For the purpose of the regulation, an "appointed official" is someone who is appointed by an elected official, an appointed official or governing board. They hold an office in an organization or government and participate in the exercise of authority. This also includes appointees of elected and appointed officials such as deputies, assistants or confidential secretaries.

**E. Current Term Begin & End Dates:** All officials listed on the Resolution must have a specified Term End date. Leaving this column blank or listing "Tenure/At Pleasure" is not acceptable. If the official does not have a designated term, the current term for the official who appointed them to the position should be used. If they are appointed by the governing board, the chairman of the board's term should be used.

**F. Standard Work Day:** The minimum number of hours that can be established for a standard work day (SWD) is six, while the maximum is eight. A SWD is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a board member only attends one three-hour boarding meeting per month, you must still establish a SWD between six and eight hours as the denominator for their record of activities (ROA) calculation.

**G. Record of Activities Result:** This column must be left blank if an official does not submit their required sample three-month ROA. To determine the average number of days worked per month, you must divide the total number of hours documented on the three-month ROA by three months to get a one-month average number of hours worked. Then, the one-month average number of hours worked must be divided by the SWD to get the average number of days worked per month.

**H. Not Submitted:** This column must be checked if an official has not submitted the required sample three-month ROA within the 150 day requirement, regardless of whether they are being reported by another employer for the same period. If the Retirement System receives such a Resolution, it will contact the official to notify them of the consequences of not submitting the ROA.

**I. Pay Frequency:** This column should be filled in with one of the following options: Annually, Bimonthly, Monthly, Quarterly, Semi-annually or Weekly.

**J. Tier 1:** If the official is a Tier 1 member, this box should be checked. Tier 1 members are not required to keep a ROA.

Once passed, the Resolution must be posted on your public website for a minimum of 30 days or if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. A certified copy of the Resolution and Affidavit of Posting must be filed with the Office of State Comptroller within 45 days of the adoption. The Resolution and Affidavit can be submitted via the *Submit Resolution for Official* link in Retirement Online.

\*To determine the number of days worked to include on the monthly report for the various payroll frequencies, please refer to the Calculating Days Worked instructions available in the 'Reporting Elected & Appointed Officials' section of our website: <http://www.osc.ny.gov/retirement/employers/reporting-ea-officials/overview>

**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-189**

**Norther Border Regional Commission Catalyst  
Application Partnership for Hamlin Heights  
Housing Project Infrastructure**

**WHEREAS**, the Town of Plattsburgh is a Pro Housing Community designated by New York State; and

**WHEREAS**, the housing crisis has had a significant impact on the Greater Plattsburgh region; and

**WHEREAS**, we believe that it is our responsibility to seek out opportunities that increase the availability of diverse housing options in the Town of Plattsburgh; and

**WHEREAS**, the Advocacy and Resource Center of Clinton County has partnered with Housing Visions to develop 200 units of workforce housing (Hamlin Heights) in the Town of Plattsburgh; and

**WHEREAS**, the Town is eligible to apply for NBRC Catalyst funding that will directly support the development of the necessary Town infrastructure to develop this project, and

**NOW THEREFORE BE IT RESOLVED**, that Town of Plattsburgh Town Board authorizes the Town Supervisor to execute any agreements, applications, letters, etc. that are necessary to enter this partnership and make the application for NBRC Catalyst Funds that would support the development of Town infrastructure for the Hamlin Heights project; and it is further

**RESOLVED**, that certified copies of this resolution be provided to the Planning and Community Development Department and the Finance Manager.

**Motion:**            **Dana M. Isabella**

**Seconded by:**    **No Second**

**Discussion:**       **Resolution not considered due to lack of second to the motion.**

**Yes    No    Absent    Carried    Tabled**

**Thomas E. Wood  
Dana M. Isabella  
Daniel A. Bosley  
Ilona M. Kelting  
Charles A. Kostyk**





# TOWN OF PLATTSBURGH

## PLANNING & COMMUNITY DEVELOPMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGH.COM  
DEPT. LINE: (518)-562-6850  
FAX: (518)-563-8396  
TDD: (800)-662-1220

SENIOR PLANNER  
TREVOR COLE, AICP

SENIOR PLANNER  
JESSICA KOGUT, AICP

PLANNING BOARD SECRETARY  
MICHELE BUCKMINSTER

7/28/2026

Honorable Members of the Town Board,

The Town of Plattsburgh, as a Pro Housing Community designated by New York State, is eligible for the NBRC Catalyst Program which funds infrastructure projects that directly support the creation of new housing units.

Our local ARC is partnering with Housing Visions to create a 200 unit multi-family housing development on Tom Miller Road. This workforce housing development would specifically serve the ALICE (asset limited, income constrained, and employed) population with 12 units dedicated to individuals with developmental disabilities. This project includes extension of a Town road and utilities with related site improvements..

We would like to pursue this grant funding partnership with ARC and Housing Visions to bring this project to fruition by applying in the Fall round. This project directly supports our Smart Growth goals for Town Center, aligns with our zoning, and provides desperately needed housing for our community members.

We have attached a letter from Housing Visions, summarizing the proposed partnership. At no cost to the Town of Plattsburgh, Housing Visions is prepared to prepare the application, as well as cover the required matching funds.

For these reasons, we ask that you consider approval of this partnership and application.

Jessica Kogut, AICP

Senior Planner

July 28, 2026

Ms. Jessica Kogut, AICP  
Senior Planner  
Town of Plattsburgh  
151 Banker Road  
Plattsburgh, NY 12901



**RE: HAMLIN HEIGHTS – NBRC APPLICATION**

Housing Visions Consultants Inc. and The Advocacy and Resource Center of Clinton County are collaborating to develop a 200-unit housing development ("Hamlin Heights") to provide 188 units of workforce housing as well as 12 units for individuals with developmental disabilities. The proposed development will be located at the ARC property off Tom Miller Road. The estimated Total Development Cost for Hamlin Heights is approximately \$100mm. Housing Visions and ARC are collectively working to secure the necessary capital to move forward. ARC will be applying for Integrated Supportive Housing (ISH) Funds and Housing Visions is working with NYS Housing Finance Agency for a 4% Tax-exempt bond allocation along with state and federal housing tax credits and New Construction Program Funds.

In order to make the above financing applications more competitive, and to reach the \$100mm project budget, HV and ARC are requesting the Town of Plattsburgh to be a "co-applicant" with Housing Visions for the Northern Border Regional Council Catalyst Program. We will be applying to NBRC for the public infrastructure portion of the Hamlin Heights project that will not only serve Hamlin Heights but also provide infrastructure for future mixed-use developments that are in alignment with the Town's Comprehensive Plan for this area.

Housing Visions has several years of experience working on these types of funding applications. Prior awards have included \$500K NBRC Infrastructure Grant with the Village of Tupper Lake as Co-applicant and \$3mm in ProHousing for OWD Development in Tupper Lake, \$2mm in ReStore NY funds in Auburn, NY and Corning, NY, and \$2mm in County Infrastructure funds in Madison County. HV has worked with various municipalities across the state on the CFA application and can be an active participant in the drafting and implementation of the funding process. For this application, we are prepared to write the application and only ask for assistance from the Town for back up information pertaining to municipal program and housing needs. We will also be providing the required matching funds as part of the application, as well as agreeing to comply with and administering the BABAA and any other procurement requirements.

We are happy to discuss this in more detail and/or answer any questions you may have.

Thank you for your consideration.

Sincerely,

Christopher D. Trevisani  
Vice President, Business Development

**Housing Visions Unlimited, Inc.**  
1201 East Fayette Street, Syracuse, NY 13210  
Office: (315) 472-3820 ■ Fax: (315) 471-3921  
[www.housingvisions.org](http://www.housingvisions.org)

**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-190**

**Agreement with The Precision Group for the  
Cleaning and Servicing of the Oil Water Separator**

**WHEREAS**, it is necessary to continue maintenance and improvements of buildings and grounds within the Town of Plattsburgh; and

**WHEREAS**, Erica Daniels, Building and Grounds Supervisor, is requesting for the Town to enter into an agreement with The Precision Group for the cleaning and serving of the Oil Water Separator; therefore, be it

**RESOLVED**, that the Town Board authorizes the Town Supervisor to enter into an agreement with The Precision Group, with its principal place of business at 1710 Erie Boulevard, Schenectady, NY 12308, to provide services as indicated in the Agreement; and be it further

**RESOLVED**, that, after the Town Attorney's review, the Supervisor be authorized to sign the Agreement between the Town of Plattsburgh and The Precision Group for the cleaning and servicing of the Oil Water Separator in the amount not to exceed \$15,000.00; and it is further

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

**Motion by:** Dana M. Isabella – Motioned to table

**Seconded by:** Thomas E. Wood

**Discussion:** Tabled so that more quotes could be obtained.

|                          | <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><br><b>YES</b> |
|--------------------------|-------------------|------------------|----------------------|-----------------------|------------------------------------|
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                       |                                    |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                       |                                    |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                       |                                    |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                       |                                    |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                       |                                    |





# TOWN OF PLATTSBURGH

## FACILITIES DEPARTMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGH.NY.GOV  
DEPT. LINE: (518)-562-6863  
FAX: (518)-563-8396  
TDD: (800)-662-1220

BUILDING & MAINT. SUPERVISOR  
ERICA DANIELS

BUILDINGS & GROUNDS MAINT. WORKER  
BRIAN DOUGLAS

LABORER  
TONI PARENT

Date: July 29, 2026

To: Town Board Members & Town Supervisor

Re: Oil Water Separator Cleaning

I am requesting a town board resolution to authorize entering into an agreement for the cleaning and servicing of our oil water separator. The Precision group is the company we have used in the past for this service.

My recommendation is to move forward with the Precision Group at an estimated cost of \$10,453.80 for the cleaning and removal of all liquid waste.

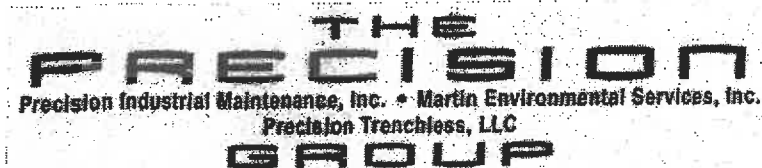
Thank You,

*Erica Daniels*

Erica Daniels

Building & Grounds Supervisor

*A. 1620.4500*



**From** | **The Precision Group**  
1710 Erie Boulevard  
Schenectady NY 12308  
(518) 346 - 5800  
<https://www.pim-inc.com/>

**Quote No.** | **0002132**  
**Type** | **Cleaning**  
**Prepared By** | **AAC Jeff Kaleta**  
**Created On** | **07/22/2026**

**Quote For** | **Town of Plattsburgh**  
151 Banker Rd  
Plattsburgh NY 12901

## Description of Work

Dear Erica:

I would like to take this opportunity to thank you for choosing Precision Industrial Maintenance, LLC (PIM) for your environmental needs. The following quotation is based on our conversation regarding the pumping out of two oil water separator tanks for the Town of Plattsburgh.

## Services to be completed

### [Jet/Vacuum Services] Location - Building

PIM will provide a permitted vacuum truck with labor to pump out and clean one grit tank and one oil/water separator with up to 2,000 gallons in the Town of Plattsburgh, New York. The tanks will be entered using confined space entry. The coalescer and inside of the tank will be pressure washed and the pig sock filter will be replaced. Liquid waste generated will be transported to a disposal facility and sludge will be cleaned out of the vacuum truck and drummed.

Mobilization/Demobilization Cost: \$ 2,836.00

Tank Cleaning Cost: \$ 1,963.00

Vacuum Truck And Operator To Disposal Facility: \$ 1,760.00

Truck Clean Out Cost: \$ 620.00

Liquid Disposal Cost: \$ 0.95 per gallon

Drum and Drum Disposal Cost (sludge): \$ 425.00 per 55-gallon drum

Tote and 275 Gallon Tote Disposal (sludge): \$ 1,592.00 per tote

### Other Terms and Conditions

- All work will be performed in a legal manner according to all local, state, and federal regulations.
- Copies of the bills of lading/manifests will be provided.
- Halogens must be less than 500 ppm.
- Off Spec waste will result in additional costs.
- All local, state, and federal taxes apply unless a tax-exempt document is presented to PIM.
- On-site work will be paid at prevailing wage labor rates. A PRC number will need to be provide by the town.
- Town of Plattsburgh is responsible for refilling the separators with water if needed.

| Code | Parts, Labor, and Items                                  | Quantity | Unit Price         | Total              |
|------|----------------------------------------------------------|----------|--------------------|--------------------|
|      | Mobilization/Demobilization Cost:                        | 1        | \$2,836.00         | \$2,836.00         |
|      | Tank Cleaning Cost:                                      | 1        | \$1,963.00         | \$1,963.00         |
|      | Vacuum Truck To Disposal Facility:                       | 1        | \$1,760.00         | \$1,760.00         |
|      | Truck Clean Out Cost                                     | 1        | \$620.00           | \$620.00           |
|      | Liquid Disposal Cost, per gallon, estimated 1324 gallons | 1324     | \$0.95             | \$1,257.80         |
|      | Drum and Drum Disposal Cost                              | 1        | \$425.00           | \$425.00           |
|      | Tote and 275 Gallon Tote Disposal (Sludge) Cost          | 1        | \$1,592.00         | \$1,592.00         |
|      |                                                          |          | <b>GRAND TOTAL</b> | <b>\$10,453.80</b> |

By my signature below, I authorize work to begin and agree to pay the Grand Total.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-191**

**Request to Purchase Three (3) 16'x12'  
Overhead Shop Doors**

**WHEREAS**, the Town of Plattsburgh Building & Grounds Supervisor, Erica Daniels, has submitted a request to purchase three (3) 16'x12' overhead shop doors; and

**WHEREAS**, it is the recommendation of Ms. Daniels that the Town purchase the overhead shop doors from North Country Door Systems, located in West Chazy, New York, in an amount not to exceed \$24,000.00, which does include the installation; and

**WHEREAS**, as the Town has successfully utilized North Country Door Systems for previous overhead door replacements and wishes to maintain consistency in the appearance, quality, and color of all overhead doors as part of its long-term plan to replace approximately three doors per year until all overhead doors have been upgraded; now, therefore, be it

**RESOLVED**, that the Town Board does hereby authorize Ms. Daniels to order said overhead shop doors from North Country Door Systems and schedule the installation; and be it further

**RESOLVED**, that payment for said overhead shop doors purchase be made payable from the 2026 Building Repairs and Service Account AAA.1620.4510; and be it further

**RESOLVED**, that a copy of this resolution be given to Ms. Daniels and to the Finance Manager.

**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><br><b>YES</b> | <b><u>TABLED</u></b> |
|--------------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                                     |                      |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                                     |                      |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                                     |                      |





# TOWN OF PLATTSBURGH

## FACILITIES DEPARTMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGHNY.GOV  
DEPT. LINE: (518)-562-6863  
FAX: (518)-563-8396  
TDD: (800)-662-1220

BUILDING & MAINT. SUPERVISOR  
ERICA DANIELS

BUILDINGS & GROUNDS MAINT. WORKER  
BRIAN DOUGLAS

LABORER  
TONI PARENT

Date: July 29<sup>th</sup>, 2026

To: Town Board Members & Town Supervisor

Re: 3 -16' X 12' Overhead shop doors

I am requesting a town board resolution to approve the purchase of 3 – 16'X12' over head shop doors for 21,825.35 from North Country Door Systems located in West Chazy, NY. We are looking to get all the doors the same type and color. North Country Door Systems can get these doors in before winter.

Funding will come from ~~AAA-1620-2000-0000~~

Thank You,

*Erica Daniels*

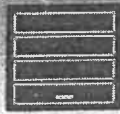
Erica Daniels

Building & Grounds Supervisor

A.1620.4510

# QUOTE

2331 Military Turnpike  
West Chazy, NY 12992  
(518) 562-8310  
nc-garagedoors.com



**NORTH COUNTRY  
DOOR SYSTEMS**

*The Garage Door Specialists*



## Customer

Town of Plattsburgh  
151 Banker Rd  
Plattsburgh, NY, 12901

Phone: 518-335-3912  
Cell:

Quotation no.: **3784156-2**  
Prepared by: Brian McGinley

Email: BrianM@nc-garagedoors.com  
Description: G-5000 grooved ice white (windows : ther  
Date: 07/27/2026 Expires on: 08/26/2026

Project: Replacement Doors 3,4,5

Email: ericad@townofplattsburghny.gov

## Group 1

**Model:** G-5000, Grooved

**Quantity:** 3

**Size:** 16' 2" x 12' 0" (width x height)

**Sections:** 1 3/4"-thick galvanized steel, insulation R-16

26-gauge galvanized steel, woodgrain finish; Each section is built with solid mechanical interlocking joint using triple contact InterLok weatherstripping. Pressure-injected polyurethane foam insulation.

**Color:** Ice White

**Windows:** Thermopane - Standard Oval (Polycarbonate)  
(26" X 13"), Black frame

Sealed thermal acrylic inserted into a polypropylene frame; windows are thermopane.

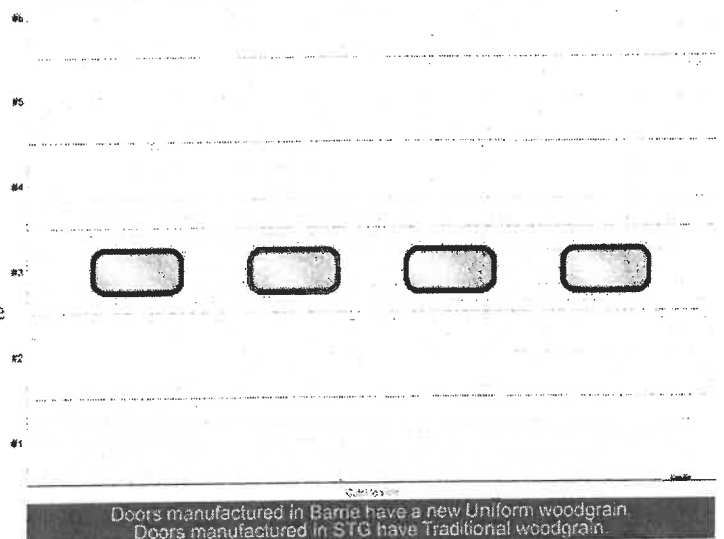
**Aluminum reinforced complete Top Weatherstrip**

**PVC Black complete Bottom Weatherstrip**

It's "U"-shaped rubber weatherstripping remains flexible during cold weather.

**Hardware:** Dura+, 2" commercial heavy duty

- Standard lift
- Steel
- 15 inch radius
- 10,000 cycle torsion spring(s)
- Weight (Hrdw) : 89 lb.
- Headroom: 15 in.
- Double hinges
- Continuous angle
- Steel roller
- Weight (Door + Hrdw) : 444 lb.
- Thickness used for tracks : 2 in.
- 2" Reinforcement strut (5 per door)

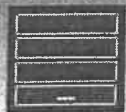


Doors manufactured in Barrie have a new Uniform woodgrain.  
Doors manufactured in STG have Traditional woodgrain.

... Continue on next page

# QUOTE

2331 Military Turnpike  
West Chazy, NY 12992  
(518) 562-8310  
nc-garagedoors.com



**NORTH COUNTRY  
DOOR SYSTEMS**

*The Garage Door Specialists*



## Customer

Town of Plattsburgh  
151 Banker Rd  
Plattsburgh, NY, 12901

Phone: 518-335-3912  
Cell:

**Quotation no.: 3784156-2**

**Prepared by:** Brian McGinley

**Email:** BrianM@nc-garagedoors.com

**Description:** G-5000 grooved ice white (windows : ther

**Date:** 07/27/2026

**Expires on:** 08/26/2026

**Project:** Replacement Doors 3,4,5

**Email:** ericad@townofplattsburghny.gov

**Group 2**

72ft - Jamb seal flexible TPR Reverse Angle White

**Note:** \*\* This quote includes materials, old door removal and installation labor. \*\*

**\*\* Tax Exempt \*\***

GARAGE DOORS RANK #1 FOR RETURN ON INVESTMENT AMONG ALL HOME IMPROVEMENT PROJECTS.

TERMS: 40% DEPOSIT REQUIRED WITH SIGNED PROPOSAL. BALANCE DUE UPON COMPLETION. ALTERNATIVELY, ASK ABOUT OUR NO MONEY DOWN AND 12-MONTH INTEREST FREE FINANCING OPTION. Unless otherwise stated herein, this quotation does not include the following: Opening and jamb preparation, inside and external wiring (electrical controls) and mounting plates. Openings must be ready for installation. Openings must be square, jambs plumb, floor level. Our company is Licensed, Insured, Bonded & Accredited.

This quotation is submitted according to the standard Garaga Inc. features and its products. A measurement and evaluation of the premises by a professional is highly recommended and will confirm the precise cost of your project. To serve you better, please specify the quotation number with your order. QUOTATION VALID FOR 30 DAYS.

|                          |                     |
|--------------------------|---------------------|
| <b>Material subtotal</b> | <b>\$ 14,825.35</b> |
| Installation fees        | \$ 6,250.00         |
| Old door removal         | \$ 750.00           |
| <b>Your price</b>        | <b>\$ 21,825.35</b> |

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

P.O.# \_\_\_\_\_

Page 2/3

## QUOTE

2331 Military Turnpike  
West Chazy, NY 12992  
(518) 562-8310  
nc-garagedoors.com



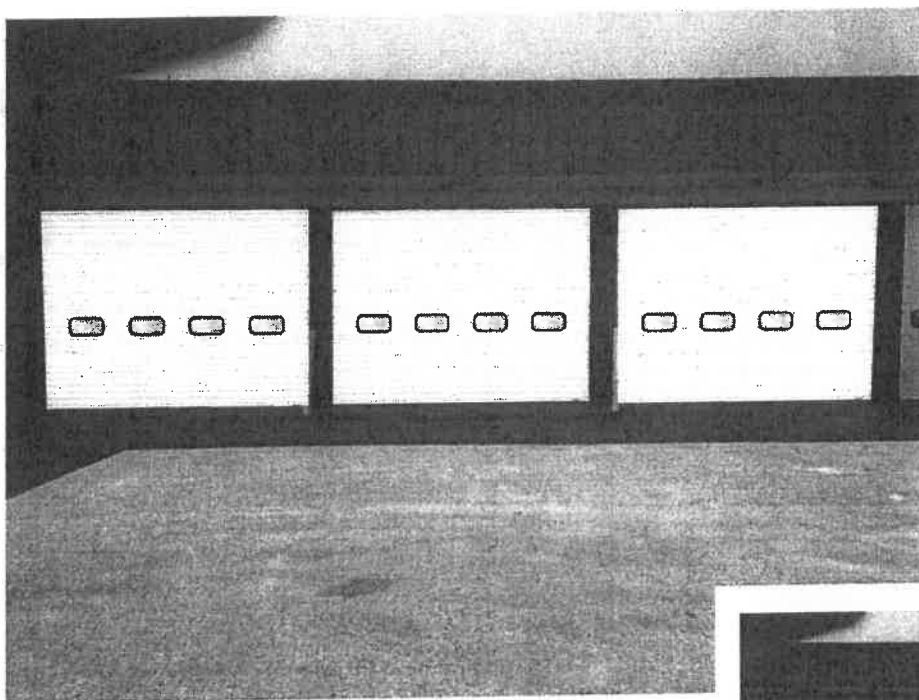
NORTH COUNTRY  
DOOR SYSTEMS

*The Garage Door Specialists*

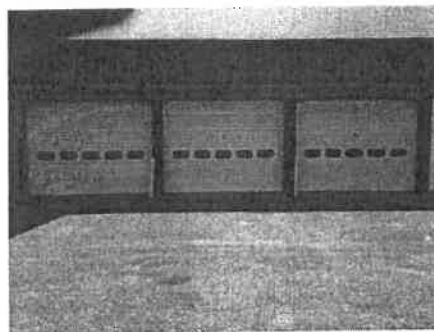


### GARAGA DESIGN CENTER - THE PLEASURE OF TRYING BEFORE BUYING!

AFTER



BEFORE



➤ Please note that colors shown on your screen may vary based on your screen or printer settings. To have a precise view of colors, contact a Garaga dealer for samples.

## GARAGA, EVERY DETAIL GUARANTEED

### ENERGY EFFICIENT

Inspired by the harsh Canadian climate, the creators of Garaga doors have integrated the most effective components to protect you from wind and cold.

**RESULT:** Better temperature control and savings on your energy costs.

### ROBUST AND DURABLE

Built to last, Garaga produces the world's strongest garage door. Combined with Dura+™ hardware, it is the longest-lasting garage door system on the market.

**RESULT:** Guaranteed peace of mind for years to come.

### BEAUTIFUL

With attention paid to every single aesthetic detail, Garaga garage doors are manufactured with the utmost care.

**RESULT:** An incomparable finished product that will certainly enhance the value of your property.

**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-192**

**Change Order for North Entrance Accessibility Project**

**WHEREAS**, Luck Bros. has commenced the North Entrance Accessibility project which was authorized under Resolution #26-137, and

**WHEREAS**, they have encountered subsurface materials that are not suitable or up to Town specifications for parking lot construction, and

**WHEREAS**, Luck Bros. has provided an estimate of \$15,700 for the additional work and materials needed to meet the necessary specifications, now therefore be it

**RESOLVED**, that the Town Board authorizes this additional expense under the existing contract for the project, and

**RESOLVED**, that a certified copy of this resolution be provided to the Business Office and Planning and Community Development Department

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

**Seconded by:**    **Ilona M. Kelting**

**Discussion:**        **None**

|                          | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>ABSENT</u></b> | <b><u>CARRIED</u></b><br><b>YES</b> | <b><u>TABLED</u></b> |
|--------------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                                     |                      |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                                     |                      |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                                     |                      |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                                     |                      |





Outlook

---

**RE: Town of Plattsburgh North Entrance Accessibility (Proposal Request 002)**

---

**From** Travis Luck <spike@luckbros.com>

**Date** Wed 8/5/2026 8:38 AM

**To** Joseph R. Krupka <jkrupka@aedapc.com>; Mike Coon <mcoon@aedapc.com>

**Cc** Jessica Kogut <jessicak@townofplattsburghny.gov>; Trevor Cole <trevorc@townofplattsburghny.gov>

Credit for .96 CY of Concrete or 77.78 sf would be \$1760.

Travis Luck  
Luck Brothers Inc  
73 Trade Road  
Plattsburgh, NY 12901  
518-561-4321 Ext 10  
Cell 518-572-7700



Spike@Luckbros.com

---

**From:** Joseph R. Krupka <jkrupka@aedapc.com>

**Sent:** Tuesday, August 4, 2026 12:22 PM

**To:** Travis Luck <spike@luckbros.com>; Mike Coon <mcoon@aedapc.com>

**Cc:** Jessica Kogut <jessicak@townofplattsburghny.gov>; Trevor Cole <trevorc@townofplattsburghny.gov>

**Subject:** RE: Town of Plattsburgh North Entrance Accessibility (Proposal Request 002)

Travis,

Can you please provide the Cost Credit for the elimination of the reinforced concrete walk and compacted gravel for the section to the Clerk Window. As mentioned before in a previous email The TOWN has removed the covered window, columns & railing to the Clerk Window and wants to remove the concrete sidewalk, ramp & landing from the work scope and provide timber, landscape fabric, mulch and grading to match existing at the building. Landscaping with be by TOWN.

Joseph

**Joseph R. Krupka**

*Intern Architect/Project Manager*

Code Enforcement Official – New York #1003-7214B



Outlook

---

**RE: Town of Plattsburgh North Entrance Accessibility (Proposal Request 001)**

---

From Travis Luck <spike@luckbros.com>

Date Tue 8/4/2026 9:33 AM

To Mike Coon <mcoon@aedapc.com>; Joseph R. Krupka <jkrupka@aedapc.com>

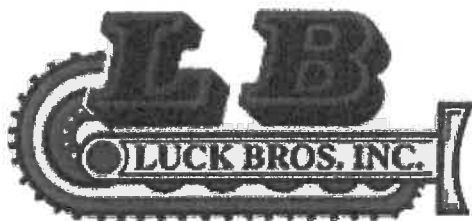
Cc Jessica Kogut <jessicak@townofplattsburghny.gov>; Trevor Cole <trevorc@townofplattsburghny.gov>

Good morning Joe,

Luck Brothers will excavate roughly 125Cy of Material and place 1' of subbase(370 ton) and fabric under the existing parking area for \$15,700.00. If you would like us to proceed with the extra undercut and gravel placement please let me know.

Thanks

Travis Luck  
Luck Brothers Inc  
73 Trade Road  
Plattsburgh, NY 12901  
518-561-4321 Ext 10  
Cell 518-572-7700



Spike@Luckbros.com

From: Mike Coon <mcoon@aedapc.com>

Sent: Tuesday, August 4, 2026 9:13 AM

To: Joseph R. Krupka <jkrupka@aedapc.com>; Travis Luck <spike@luckbros.com>

Cc: Jessica Kogut <jessicak@townofplattsburghny.gov>; Trevor Cole <trevorc@townofplattsburghny.gov>

Subject: Re: Town of Plattsburgh North Entrance Accessibility (Proposal Request 001)

Travis - Also please include new Mirafi 500x in your proposal. Thank you.

**Michael Coon, P.E.**  
*Engineering Dept. Head*

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---

**From:** Joseph R. Krupka <jkrupka@aedapc.com>

**Sent:** Tuesday, August 4, 2026 8:40 AM

**To:** Travis Luck <spike@luckbros.com>

**Cc:** Jessica Kogut <jessicak@townofplattsburghny.gov>; Trevor Cole <trevorc@townofplattsburghny.gov>; Mike Coon <mcoon@aedapc.com>

**Subject:** RE: Town of Plattsburgh North Entrance Accessibility (Proposal Request 001)

Travis,

After reviewing internally & with the Town, Request Proposal to remove existing sand material as needed to provide minimum 12" compacted NYSDOT Item 733-04A Type 2 Gravel Subbase throughout new full pavement section indicated on drawings.

Joseph

**Joseph R. Krupka**

*Intern Architect/Project Manager*

Code Enforcement Official – New York #1003-7214B

**From:** Travis Luck <spike@luckbros.com>

**Sent:** Tuesday, August 4, 2026 7:03 AM

**To:** Joseph R. Krupka <jkrupka@aedapc.com>

**Subject:** RE: Town of Plattsburgh North Entrance Accessibility (Site Submittals)

Good morning Joe,

Our crew began removing the asphalt this morning and found that, in most areas, there is little to no existing subbase beneath the pavement. I have attached several photos showing the existing material beneath the asphalt.

According to the plans, we are to place subbase as needed to bring the roadway up to the proposed asphalt grade. However, in some locations, this approach will result in only a few inches of subbase beneath the new pavement.

Can you please confirm whether this section is adequate to support the anticipated traffic loads, or if additional excavation and subbase placement will be required in these areas?

Travis Luck  
Luck Brothers Inc  
73 Trade Road  
Plattsburgh, NY 12901  
518-561-4321 Ext 10  
Cell 518-572-7700



[Spike@Luckbros.com](mailto:Spike@Luckbros.com)

**From:** Joseph R. Krupka <[jkrupka@aedapc.com](mailto:jkrupka@aedapc.com)>

**Sent:** Tuesday, July 7, 2026 10:13 AM

**To:** Travis Luck <[spike@luckbros.com](mailto:spike@luckbros.com)>

**Cc:** Trevor Cole <[trevorc@townofplattsburghny.gov](mailto:trevorc@townofplattsburghny.gov)>; Jessica Kogut <[jessicak@townofplattsburghny.gov](mailto:jessicak@townofplattsburghny.gov)>;  
[ericad@townofplattsburghny.gov](mailto:ericad@townofplattsburghny.gov)

**Subject:** Town of Plattsburgh North Entrance Accessibility (Site Submittals)

Travis,

Attached are miscellaneous approved submittals:

Topsoil: APP

Planting Bed Soil: AAN

Bollards: APP

Joseph

**Joseph R. Krupka**

*Intern Architect/Project Manager*

Code Enforcement Official – New York #1003-7214B



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**TOWN OF PLATTSBURGH**  
**TOWN BOARD MONTHLY MEETING**  
**August 6, 2026**

**Resolution No. 026-193**

**Request to Purchase a Transmission for**  
**Highway Department Truck No. 52**

**WHEREAS**, the Highway Department has requested authorization to purchase a replacement transmission for Truck No. 52 due to an internal failure of the existing transmission; and

**WHEREAS**, the Highway Superintendent has determined that a replacement transmission must be purchased from Charlebois Inc., the sole authorized source capable of providing the required transmission compatible with the Town's equipment, together with any required proprietary components, warranty, and technical support; and

**WHEREAS**, the Town has determined that no other vendor, within a reasonable distance, is capable of supplying an equivalent transmission meeting the Town's operational requirements, and therefore competitive bidding or competitive quotations are not required because this procurement constitutes a sole-source purchase consistent with the Town's Procurement Policy and applicable provisions of New York State General Municipal Law; and

**WHEREAS**, the replacement transmission will consist of a Weller Reman Unit, which includes a two-year/100,000-mile warranty, at an estimated cost of \$16,554.45 from Charlebois, Inc.; and

**WHEREAS**, replacing the failed transmission will ensure that Truck No. 52 is available for use during upcoming weather-related operations; therefore, be it

**RESOLVED**, that the Town Board of the Town of Plattsburgh does hereby authorize the purchase of a replacement transmission for Truck No. 52 from Charlebois, Inc.; and be it further

**RESOLVED**, that payment for said transmission purchase be made from the Highway Budget Account #DAA.5130.4200.0000; and be it further

**RESOLVED**, that a copy of this resolution be provided to the Highway Department and to the Finance Manager.

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

|                   | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>ABSENT</u></b> | <b><u>CARRIED</u></b><br><b>YES</b> | <b><u>TABLED</u></b> |
|-------------------|-------------------|------------------|----------------------|-------------------------------------|----------------------|
| Thomas E. Wood    | X                 |                  |                      |                                     |                      |
| Dana M. Isabella  | X                 |                  |                      |                                     |                      |
| Daniel A. Bosley  |                   |                  | X                    |                                     |                      |
| Ilona M. Kelting  | X                 |                  |                      |                                     |                      |
| Charles A. Kostyk | X                 |                  |                      |                                     |                      |





# TOWN OF PLATTSBURGH

## HIGHWAY DEPARTMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGH.COM  
DEPT. LINE: (518)-562-6880  
FAX: (518)-563-8396  
TDD: (800)-662-1220

HIGHWAY SUPERINTENDENT  
GREG BURNELL

DEP. HIGHWAY SUPERINTENDENT  
JASON COOK

HIGHWAY SECRETARY  
KAREN PROVOST

August 4, 2026

To: Charles Kostyk &  
Town Board Members

Re: Truck #52 - transmission

I am requesting a resolution to purchase a transmission for truck #52, which has had an internal failure with the transmission, from Charlebois Inc. The existing transmission will be removed and replaced with a Weller reman unit including a 2 year, 100K warranty for an estimated cost of \$16,554.45. Payment will come from the Highway Budget Account #DAA.5130.4200.0000. If you have any questions, please let me know.

Sincerely,

Greg Burnell  
Highway Superintendent

August 3, 2026

Good Afternoon, Greg,

Truck 52, has an internal failure with the transmission and the transmission will need to be replaced, see estimate below.

Replace trans with Weller reman unit, unit comes with 2-year 100K warranty.

|                                          |             |
|------------------------------------------|-------------|
| Diag Trans concern                       | \$429.95    |
| Reman Trans Assembly                     | \$11,777.05 |
| Fluid                                    | \$159.95    |
| Labor to remove & replace Trans Assembly | \$3,937.50  |
| Shop Supplies                            | \$250.00    |

|                          |            |
|--------------------------|------------|
| Total estimate of repair | \$16554.45 |
|--------------------------|------------|

Thanks

Andrew Thibodeau  
General Manager  
R.R. Charlebois Western Star  
158 Quarry Rd  
Plattsburg NY, 12901  
Phone 518-314-0500  
Fax 518-314-0498  
[andy@rrcharleboisinc.com](mailto:andy@rrcharleboisinc.com)



**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**Resolution No. 026-194**

**Resolution Authorizing the Town Supervisor to  
Execute a Lease Agreement with the County of  
Clinton for Property Located on Fairgrounds  
Road for the Construction and Operation of a  
Town Highway Salt Storage Facility**

**WHEREAS**, the Town of Plattsburgh Highway Department has identified the need for a salt storage facility; and

**WHEREAS**, the County of Clinton has agreed to lease to the Town of Plattsburgh approximately 2.75 acres of property located on Fairgrounds Road, identified as Tax Map Parcel No. 220.-1.3.1-1, for the purpose of constructing, operating, and maintaining a salt storage facility and related improvements; and

**WHEREAS**, the proposed Lease Agreement provides for an initial term of ten (10) years commencing March 1, 2026, and ending February 28, 2036, together with two (2) optional five-year renewal terms in accordance with New York General Municipal Law § 72-h; and

**WHEREAS**, under the terms of the Lease Agreement, the Town shall construct and maintain a salt storage building, associated site improvements, and related infrastructure at its sole expense, while the County shall retain ownership of the underlying property; and

**WHEREAS**, the Lease Agreement establishes the respective rights and responsibilities of the Town and County regarding rent, maintenance, insurance, improvements, environmental compliance, renewal options, and other conditions necessary for the use of the premises; and

**WHEREAS**, the Town Board has reviewed the proposed Lease Agreement and finds that entering into the agreement is in the best interests of the Town and its residents by enhancing the Town's ability to provide efficient highway maintenance services and improving the storage and handling of highway materials; therefore, be it

**RESOLVED**, that the Town Board of the Town of Plattsburgh hereby approves the Lease Agreement between the County of Clinton and the Town of Plattsburgh for approximately 2.75 acres of property located on Fairgrounds Road; and be it further

**RESOLVED**, that the Town Supervisor is hereby authorized and directed to execute the Lease Agreement and any related documents necessary to carry out this Resolution, subject to review and approval as to form by the Town Attorney; and be it further



**RESOLVED**, that the certified copies of this resolution be provided to the Finance Manager, the Planning and Community Development Department, the Highway Department, and to the County of Clinton.

**Motion:** Dana M. Isabella

**Seconded by:** Thomas E. Wood

**Discussion:** Mr. Wood – It's odd that we have to rent instead of being allowed to buy this property. What happens after 20 years? Mr. Favro – Renewal is possible. The new County Administrator and County Attorney have been great to work with. The law limits this type of agreement to 20 years. Amortized amount will be paid to the town if the county does not renew.

|                   | <u>YES</u> | <u>NO</u> | <u>ABSENT</u> | <u>CARRIED</u><br>YES | <u>TABLED</u> |
|-------------------|------------|-----------|---------------|-----------------------|---------------|
| Thomas E. Wood    | X          |           |               |                       |               |
| Dana M. Isabella  | X          |           |               |                       |               |
| Daniel A. Bosley  |            |           | X             |                       |               |
| Ilona M. Kelting  | X          |           |               |                       |               |
| Charles A. Kostyk | X          |           |               |                       |               |



## LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement"), dated as of \_\_\_\_\_, 2026, by and between the COUNTY OF CLINTON, a municipal corporation of the State of New York with offices located at 137 Margaret Street, Plattsburgh, New York 12901, (the "County" or "Landlord") and the Town of Plattsburgh, with offices located at 151 Banker Road, Plattsburgh, New York 12901 (the "Tenant" or "Town").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do mutually agree as follows:

### 1. Premises and Term

1.1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain parcel of land consisting of approximately 2.75 acres located on Fairgrounds Road, bearing Tax Map Parcel 220.-1.3.1-1, in the County of Clinton, State of New York, as more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Premises").

1.2. **Term.** The term of this Lease shall be for a period of ten (10) years, commencing on March 1, 2026 (the "Commencement Date") and ending on February 28, 2036 (the "Expiration Date"), unless sooner terminated as provided herein (the "Initial Term").

### 1.3. **Option to Renew.**

1.3.1. **Renewal Option; Statutory Authority; Conditions.** Subject to and in furtherance of New York General Municipal Law § 72-h (as the same may be amended, recodified, or succeeded, "GML § 72-h"), and provided that this Lease is a lease to which GML § 72-h is applicable, ("Tenant") shall have the option to renew and extend the Term of this Lease (the "**Renewal Option**") upon the terms and conditions set forth in this clause (each, a "**Renewal Term**"). The Renewal Option is granted to Tenant to the extent permitted by, and shall be exercised and administered in a manner consistent with, GML § 72-h and other applicable New York law. As a condition precedent to any Renewal Term: (a) Tenant shall not be in default beyond any applicable notice and cure periods under this Lease at the time Tenant delivers its Renewal Notice (defined below) or on the commencement date of the Renewal Term; (b) Tenant shall have timely paid all Rent and additional charges due under this Lease through the commencement date of the Renewal Term; and (c) Tenant's exercise shall comply strictly with the notice requirements below. Any attempted exercise not meeting the foregoing conditions shall be voidable at (Landlord) election, except to the extent GML § 72-h requires otherwise.

1.3.2. **Renewal Term; Renewal Notice; Irrevocability.** Tenant may exercise the two Renewal Options for a period of five (5) years each by delivering written notice to Landlord (the "**Renewal Notice**") within the time period stated in this Lease for exercising renewal options; if no such time period is stated, then no later than one hundred eighty (180) days prior to the

expiration of the then-current Term. Tenant's exercise of the Renewal Option shall be irrevocable upon delivery of a timely Renewal Notice, except as expressly provided in this clause or as required by GML § 72-h. The Renewal Term shall be for the duration stated in this Lease for renewal terms; if no duration is stated, then for two (2) renewal terms of five (5) years, to the extent permitted by GML § 72-h and other applicable law.

**1.3.3. Rent During Renewal Term; Fair Market Rent Definition.** Base Rent for the Renewal Term shall be the "**Fair Market Rent**," determined as provided below. "**Fair Market Rent**" means the annual market rental rate for premises comparable to the Premises, to the extent practicable as to size, quality, location, and construction, taking into consideration all relevant factors, including leasing downtime, length of term, tenant inducements, tenant improvement allowances, and rent concessions given to renewing tenants for comparable space, determined with reference to comparable transactions occurring within the twelve (12) months preceding Landlord's Fair Market Rent Notice (defined below), to the extent such information is reasonably available.

**1.3.4. Landlord's Fair Market Rent Notice; Negotiation Period.** Within thirty (30) days after Landlord's receipt of Tenant's Renewal Notice, Landlord shall deliver to Tenant a written notice setting forth Landlord's determination of Fair Market Rent for the Renewal Term (the "**Landlord's Fair Market Rent Notice**"). If Tenant believes the Fair Market Rent stated in the Landlord's Fair Market Rent Notice is not consistent with the definition of Fair Market Rent in this clause, Tenant shall notify Landlord in writing within thirty (30) days after Tenant's receipt of the Landlord's Fair Market Rent Notice (a "**Rent Dispute Notice**"). If Tenant fails to timely deliver a Rent Dispute Notice, then the Fair Market Rent stated in the Landlord's Fair Market Rent Notice shall be final and binding. If Tenant timely delivers a Rent Dispute Notice, Landlord and Tenant shall commence good-faith negotiations as of the date Tenant delivers the Rent Dispute Notice and shall attempt to agree upon Fair Market Rent for a period of thirty (30) days (the "**Negotiation Period**").

**1.3.5. Documentation; Lease Amendment.** Promptly after Fair Market Rent is determined (whether by agreement or by agreed upon arbitrator), Landlord and Tenant shall execute and deliver a written amendment to this Lease confirming (a) the commencement and expiration dates of the Renewal Term, (b) the Base Rent (Fair Market Rent) and any related rent schedule for the Renewal Term, and (c) any conforming changes necessary to reflect the Renewal Term; provided, however, that failure to execute such amendment shall not affect the validity of a properly exercised Renewal Option or the enforceability of the Fair Market Rent determination, and the parties shall be bound as if such amendment had been executed.

**1.3.6. Personal Nature; Transfer Restrictions.** The Renewal Option is personal to Tenant and may not be assigned, transferred, or exercised by any assignee, subtenant, transferee, or other party in possession of the Premises (in whole or in part), except to the extent (if any) expressly permitted by this Lease and not prohibited by GML § 72-h or other applicable New York law. Any purported exercise of the Renewal Option in violation of this Section shall be null and void.

**1.3.7. Non-Renewal of either Renewal Term.** If the Landlord and Tenant do not reach an agreement on renewal terms, the Landlord shall be required to pay the tenant the amount of the agreed value of the improvements based on a straight twenty (20) year depreciation schedule.

| Non-Renewal Payment                                  | Landlord pays Tenant |
|------------------------------------------------------|----------------------|
| 1 <sup>st</sup> Renewal Option (after ten (10) Years | \$674,000.00         |
| 2 <sup>nd</sup> Renewal Option (after five (5) Years | \$337,000.00         |

1.3.8 Nothing in this agreement shall be construed as to prevent the Town and County from agreeing to further renewal terms after the two initial lease renewal terms have expired.

2. Rent.

2.1. **Base Rent.** Tenant shall pay to Landlord as rent for the Premises the sum of Four Thousand Eight Hundred Dollars (\$4,800.00) per year ("Base Rent") during the Initial Term. The Base Rent shall be paid in advance, without demand, set off or deduction in four (4) equal installments per year. Each installment shall be due and payable on the first day of each fiscal quarter during the Term. If the commencement Date or Expiration Date does not coincide with the first or last day of a fiscal quarter, the Base Rent for such partial period shall be prorated on a monthly period and payable on the 1<sup>st</sup> day of the month during such partial period.

2.2. **Payment Method.** All rent payments shall be made payable to "County of Clinton" and delivered to:

County of Clinton  
Treasurer's Office  
137 Margaret Street, Suite 205  
Plattsburgh, New York 12901

2.3. **Late Payment.** If any installment of Base Rent is not received by Landlord within fifteen (15) days after the date when due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount.

2.4. **Additional Rent.** All amounts, liabilities, costs, expenses which Tenant assumes or agrees to pay under this Agreement (including, without limitation, indemnification, obligations, repair costs, utilities and reimbursements) shall constitute Additional Rent and Landlord shall have all rights and remedies with respect thereto as with respect to Base Rent.

3. Taxes, Utilities, and Operating Costs

3.1. **Real Property Taxes.** Landlord is a municipal corporation, and the Premises are presently exempt from certain real property taxes and assessments. The Parties acknowledge that the leasing of the Premises to Tenant may or may not affect such exemption status under applicable law. If, as a result of this Agreement or Tenant's use of the Premises, any taxes, payments in lieu of taxes, special or extraordinary ad valorem levies, special assessments (whether general or special, ordinary or extraordinary, foreseen

or unforeseen), governmental charges of any kind, or similar charges are levied, assessed, or imposed upon the Premises or upon Landlord with respect to the Premises, which would not have been levied, assessed, or imposed but for this Agreement or Tenant's use or occupancy, then Tenant shall reimburse Landlord, as Additional Rent, for the amount of such taxes or charges allocable to the Premises within thirty (30) days after delivery of a reasonably detailed statement therefor from Landlord, together with copies of applicable tax bills or assessments to the extent available.

For the avoidance of doubt, Tenant's reimbursement obligations shall expressly include any special ad valorem levies, benefit assessments, frontage or area assessments, improvement district charges, and other non-standard or non-recurring governmental impositions, whether imposed in a lump sum or payable in installments. Landlord may, in its reasonable discretion, elect to pay any such assessment in installments (if permitted by the assessing authority), and Tenant shall be responsible only for those installments attributable to the Term, together with any applicable interest or administrative charges.

**3.2. Sales and Use Taxes.** Tenant shall be solely responsible for all sales, use, excise, or similar taxes imposed on Tenant's business operations, revenues, or personal property at or from the Premises.

**3.3. Utilities.** Tenant shall, at its sole cost and expense, promptly pay all charges for utilities and services used or consumed at or for the Premises and separately metered or otherwise directly billed to Tenant, including, as applicable, water, electricity, gas, sewer, telecommunications, and any other utility services. To the extent any utilities serving the Premises are not separately metered or directly billed to Tenant, Landlord may, in its reasonable discretion, either (a) allocate such utility charges among Tenant and other users based on reasonable factors such as acreage, usage, or other equitable measures, and Tenant shall reimburse Landlord for Tenant's allocated share as Additional Rent, or (b) require Tenant, at Tenant's expense, to install separate metering or sub-metering devices for the Premises, subject to Landlord's approval of plans and contractors. Landlord shall not be liable for any interruption or failure of utilities or services to the Premises, except to the extent caused by Landlord's willful misconduct. No such interruption or failure shall constitute a constructive eviction or entitle Tenant to any abatement of Rent or other relief, except as may be expressly provided in this Agreement or required by law.

#### **4. Use of Premises.**

**4.1. Permitted Use.** Tenant shall use the Premises solely for the purpose of constructing, operating, and maintaining a salt storage facility and related improvements as described in Section 5.1 below, and for no other purpose without the prior written consent of Landlord.

**4.2. Compliance with Laws.** Tenant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations affecting the Premises or Tenant's use thereof, including but not limited to environmental laws and regulations.

**4.3 Prohibited Activities.** Tenant shall not use or occupy the Premises, or permit the Premises to be used or occupied, in any manner that would:

- a. Violate any law, ordinance, rule, or regulation;
- b. Create a nuisance or waste;
- c. Increase the rate of insurance on the Premises; or
- d. Invalidate or impair any insurance policy carried on the Premises.

**5. Improvements.**

5.1. Tenant shall construct on the Premises, at Tenant's sole cost and expense, the following improvements (collectively, the "Improvements"):

a. A 72' by 60' metal- framed, fabric covered, salt storage building including concrete sidewalks and an environmentally approved liner system designed for ground water protection;

b. A 2.25-acre gravel yard for equipment and materials storage including appropriate base preparation and grading;

c. Asphalt paved access drives and circulating areas serving the improvements; and

c. Related site improvements on the northernmost area of the Premises, including any drainage, stormwater management, and environmental protection measures reasonably required for the Permitted Use.

**5.2. Construction Requirements.**

5.2.1 Plans and Specifications. Prior to commencing construction of the Improvements, Tenant shall submit to Landlord for approval detailed plans and specifications for the Improvements (the "Plans"). Landlord shall review and approve or disapprove the Plans within thirty (30) days after receipt. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord disapproves the Plans, Landlord shall specify in writing the reasons for such disapproval, and Tenant shall revise and resubmit the Plans to address Landlord's objections.

5.2.2 Permits and Approvals. Tenant shall, at its sole cost and expense, obtain all necessary permits, licenses, and approvals required for the construction of the Improvements from all governmental authorities having jurisdiction

5.2.3 Construction Standards. Tenant shall construct the Improvements in a good and workmanlike manner, in accordance with the approved Plans and all applicable laws, ordinances, building codes, and regulations. Tenant shall complete construction of the Improvements within eighteen (18) months after the Commencement Date.

5. 2.4 Construction Costs. Tenant shall be solely responsible for all costs

and expenses associated with the design, permitting, and construction of the Improvements.

**5.3. Ownership of Improvements.** All Improvements constructed by Tenant on the Premises shall be owned by Tenant during the Term of this Lease. Upon the expiration or earlier termination of this Lease, at Landlord's option, either (a) the Improvements shall become the property of Landlord without payment or compensation to Tenant, or (b) Tenant shall, at its sole cost and expense, remove the Improvements and restore the Premises to substantially the same condition as existed prior to the construction of the Improvements.

**5.4. No Liens.** Tenant shall not permit any mechanics', materialmen's, or other liens to be filed against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs, and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

6. Maintenance and Repairs.

**6.1. Tenant's Maintenance Obligations.** Tenant shall, at its sole cost and expense, maintain the Premises and all Improvements thereon in good order, condition, and repair throughout the Term of this Lease. Tenant's maintenance obligations shall include, but not be limited to:

- a. Keeping the Premises clean, sanitary, and free from trash, rubbish and debris;
- b. Maintaining all roadways, drive aisles, access ways, and parking areas located on or serving the Premises (Collectively, the "Roadways") in good order, condition and repair.
- c. Maintaining all landscaped areas in a neat, clean, and presentable condition;
- d. Maintaining all paved surfaces, including driveways and parking areas, in good condition and repair;
- e. Maintaining the structural integrity of the Improvements;

- f. Maintaining all utility systems serving the Premises;
- g. Keeping the Premises in a presentable manner at all times.
- h. Any release or threatened release of hazardous materials on or about the Premises caused by Tenant or its officers, employees, agents, contactors, invitees or licensees.
- i. Any violation of environmental laws caused by Tenant or its officers, employees, agents, contractors, invitees or licensees

5.2. **Snow and Ice Removal.** Tenant shall be responsible for all snow and ice removal from the Premises, including all Roadways, driveways, parking areas, and walkways.

5.3 **County Access and Use of Salt Storage Facility.** Notwithstanding anything to the contrary in this Agreement, the County Highway Department shall have the right, from time to time during the Term, to access and use the salt storage building located on the Premises as reasonably necessary for governmental purposes. Such access and use shall be subject to coordination with, and approval of, the Town Highway Superintendent, which approval shall not be unreasonably conditioned, delayed, or withheld. Tenant shall reasonably cooperate with the County Highway Department to facilitate such access and use, provided that such use does not unreasonably interfere with Tenant's operations.

5.4 **Landlord's Right to Inspect.** Landlord and its authorized representatives shall have the right to enter upon the Premises at all reasonable times during normal business hours for the purpose of inspecting the same to verify Tenant's compliance with its maintenance obligations under this Lease.

5.5. **Landlord's Right to Perform Tenant's Obligations.** If Tenant fails to perform any of its maintenance obligations under this Lease within thirty (30) days after written notice from Landlord (or such shorter period as may be reasonable in the event of an emergency), Landlord may, but shall not be obligated to, perform such obligations on Tenant's behalf. In such event, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in performing such obligations, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, within thirty (30) days after receipt of Landlord's invoice therefor.

7. **Insurance.**

7.1. **Tenant's Insurance.** Tenant shall, at its sole cost and expense, procure and maintain in full force and effect throughout the Term of this Lease the following insurance coverage:

7.1.1 **Commercial General Liability Insurance.** Commercial general liability insurance covering the Premises and Tenant's use thereof against claims for bodily injury, personal injury, and property damage, with limits of not less than One Million Dollars

(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

7.1.2 **Property Insurance.** All-risk property insurance covering the full replacement cost of the Improvements and all other property owned by Tenant located on the Premises.

7.1.3 **Builder's Risk Insurance.** During the construction of the Improvements, builder's risk insurance covering the full replacement cost of the Improvements under construction.

7.2. **Policy Requirements.** All insurance policies required to be maintained by Tenant under this Lease shall:

a. Be issued by insurance companies authorized to do business in the State of New York with a financial rating of at least A-VII as related in the most recent edition of Best's Insurance Reports;

b. Name Landlord as an additional insured;

c. Provide that such insurance shall not be canceled or materially change without at least thirty (30) days' prior written notice to Landlord;

d. Be primary and non-contributory with respect to any insurance carried by Landlord; and

e. Contain a waiver of subrogation in favor of Landlord.

7.3. **Evidence of Insurance.** Tenant shall deliver to Landlord certificates of insurance evidencing the coverage required by this Article VI on or before the Commencement Date, and renewal certificates at least thirty (30) days prior to the expiration of each policy.

7.4. **Waiver of Subrogation.** Landlord and Tenant hereby waive any and all rights of recovery against each other for any loss or damage to the extent such loss or damage is covered by insurance maintained by the waiving party, regardless of whether such loss or damage is due to the negligence of the other party.

8. **Indemnification.**

8.1. **Tenant's Indemnification of Landlord.** Tenant shall indemnify, defend, and hold harmless Landlord and its officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

a. Tenant's use or occupancy of the Premises;

b. Any activity, work, or thing done, permitted, or suffered by Tenant in or

about the Premises;

c. Any breach or default by Tenant in the performance of any obligation on Tenant's part to be performed under this Lease; or

d. Any negligence or willful misconduct of Tenant or its officers, employees, agents, contractors, invitees, or licensees; or

e. Any environmental contamination, pollution, or release or threatened release of hazardous, toxic, or regulated substances, materials or wastes in, on, under or migrating to or from the Premises, and/or any violation of applicable environmental laws or regulations, in each case to the extent caused by or attributable to Tenant or its officers, employees, agents, contractors, invites or licensees, including without limitation, any costs related to investigation, monitoring, containment, remediation, removal, restoration and compliance with applicable environmental laws and regulations.

8.2. **Survival.** The indemnification obligations set forth in this Article VII shall survive the expiration or earlier termination of this Lease.

9. **Assignment and Subletting.**

9.1. **No Assignment or Subletting.** Tenant shall not assign this Lease or any interest therein, nor sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

10. **Damage or Destruction.**

10.1. **Tenant's Obligation to Repair.** If the Improvements are damaged or destroyed by fire or other casualty, Tenant shall, at its sole cost and expense, promptly repair and restore the Improvements to substantially the same condition as existed prior to such damage or destruction.

10.2. **No Abatement of Rent.** No damage to or destruction of the Improvements shall entitle Tenant to any abatement of rent or other charges payable under this Lease.

10.3. **Waiver.** Tenant waives the provisions of any statute or law that might permit Tenant to terminate this Lease in the event of damage or destruction to the Premises.

11. **Condemnation.**

11.1. **Total Taking.** If the entire Premises are taken by eminent domain or conveyed under threat of condemnation, this Lease shall terminate as of the date title vests in the condemning authority, and the rent shall be apportioned and paid to such date.

11.2. **Partial Taking.** If only a portion of the Premises is taken by eminent domain or conveyed under threat of condemnation, and the remaining portion is not suitable for Tenant's permitted use, either party may terminate this Lease by giving written notice to the other party within thirty (30) days after the date title vests in the condemning authority. If

neither party elects to terminate this Lease, the rent shall be equitably reduced based on the portion of the Premises taken.

**11.3 Condemnation Award.** Landlord shall be entitled to receive the entire award in any condemnation proceeding, except that Tenant shall be entitled to make a separate claim for the value of Tenant's Improvements, Tenant's moving expenses, and Tenant's business loss, provided that such claim does not reduce the award to which Landlord would otherwise be entitled.

**12. Default and Remedies.**

**12.1. Events of Default by Tenant.** Each of the following shall constitute an "Event of Default" by Tenant under this Lease:

a. Tenant's failure to pay any rent or other sum payable under this Lease within fifteen (15) days after written notice from Landlord that such payment is past due;

b. Tenant's failure to perform or observe any other covenant, agreement, or obligation of Tenant under this Lease within thirty (30) days after written notice from Landlord specifying such failure (or such period as may reasonably be required to cure such failure if it cannot reasonably be cured within thirty (30) days, provided that Tenant commences the cure within such thirty (30) day period and diligently pursues the cure to completion); or

c. Tenant's abandonment of the Premises.

**12.2. Landlord's Remedies.** Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, exercise any one or more of the following remedies, in addition to all other rights and remedies provided by law or equity:

a. Terminate this Lease by giving written notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof;

b. Enter upon and take possession of Premises without terminating this Lease and without being liable for prosecution or any claim for damages, and relet the Premises on behalf of Tenant, applying the proceeds of such reletting first to the payment of any costs and expenses of such reletting, and then to the payment of rent and other sums due under this Lease, with Tenant remaining liable for any deficiency; or

c. Perform any obligation of Tenant under this Lease and bill Tenant for the cost thereof, plus an administrative fee equal to fifteen percent (15%) of such cost, which amount shall be payable by Tenant to Landlord upon demand.

12.3. **Landlord's Default.** Landlord shall not be in default under this Lease unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (or such longer period as may reasonably be required to cure such failure if it cannot reasonably be cured within thirty (30) days, provided that Landlord commences the cure within such thirty (30) day period and diligently pursues the cure to completion).

12.4. **Remedies Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law or equity.

13. Miscellaneous.

13.1. **Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the rent and performing all of the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term of this Lease.

13.2. **Notices.** All notices, demands, and other communications required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent by overnight courier, or (d) sent by electronic mail with confirmation of receipt, to the parties at the following addresses:

If to Landlord:  
County of Clinton  
137 Margaret Street, Suite 208  
Plattsburgh, New York 12901  
Attn: County Administrator  
Email: Christine.Peters@clintoncountyny.gov

If to Tenant:  
Town of Plattsburgh  
151 Banker Road  
Plattsburgh, New York 12901  
Attn: Town Supervisor  
Email:

Copy To County of Clinton  
Attn: County Attorney  
137 Margaret Street, Suite 208  
Plattsburgh, New York 12901  
Email: Jaci.Kelleher@clintoncountyny.gov

Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

13.3. **Severability.** If any provision of this Lease or the application thereof to any

person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.4 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of New York.

13.5 **Entire Agreement.** This Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements between them.

13.6 **Amendments.** This Lease may not be amended, modified, or supplemented except by a written instrument executed by both parties.

13.7 **Waiver.** No waiver of any breach of any provision of this Lease shall be construed as a waiver of any subsequent breach of the same or any other provision. No delay or omission in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

13.8 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and Tenant.

13.9 **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.10 **Authority.** Each party represents and warrants that it has full power and authority to enter into and perform this Lease, and the person signing this Lease on behalf of each party has been properly authorized and empowered to enter into this Lease.

13.11 **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.12 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Lease (other than the payment of money) if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, strike, war, riot, insurrection, or governmental action.

13.13 **Survival.** Any provision of this Lease that, by its nature, would survive the expiration or termination of this Lease shall survive such expiration or termination.

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

**TENANT:**

**Town of Plattsburgh**

By: \_\_\_\_\_

Name:

Title:

Date:

**LANDLORD:**

**County of Clinton**

By: \_\_\_\_\_

Name: Kimberly Kinblom

Title: Deputy County Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jacqueline Kelleher, Esq.

Title: County Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Henry

Title: Chairperson, Clinton County Legislature

Date: \_\_\_\_\_

**Exhibit A**  
**Legal Description of Premises**

[Insert legal description of the 2.75-acre parcel located on Fairgrounds Road, bearing Tax Map Parcel 220.-1.3.1-1]

**TOWN OF PLATTSBURGH**  
**TOWN BOARD MONTHLY MEETING**  
**August 6, 2026**

**Resolution No. 026-195**

**Resolution Authorizing the Purchase of a Salt Storage Building from Hybrid Building Solutions**

**WHEREAS**, the Town of Plattsburgh has developed a Drinking Water Source Protection Program to protect and preserve the Town's drinking water resources; and

**WHEREAS**, the Town Highway Department was awarded a New York State Department of Environmental Conservation Water Quality Improvement Program grant in the amount of \$268,968.00 for the construction of a covered highway salt storage facility; and

**WHEREAS**, following a hydrogeologic investigation and site evaluation, the Town selected property located at the former Clinton County Airport on Fairgrounds Road as the preferred location for the construction of the salt storage facility; and

**WHEREAS**, all required environmental reviews, site approvals, and authorizations necessary to proceed with the project have been completed; and

**WHEREAS**, the Town has entered into a lease agreement with the County of Clinton for the property upon which the salt storage facility will be constructed; and

**WHEREAS**, the Town Highway Superintendent has reviewed the proposal submitted by Hybrid Building Solutions and recommends the purchase of a 72-foot by 60-foot Calhoun Super Structures HT Series salt storage building, with a design that meets all New York State Office of General Services (OGS) requirements for highway salt storage; now, therefore, be it

**RESOLVED**, that the Town Board of the Town of Plattsburgh hereby approves the proposal submitted by Hybrid Building Solutions for the purchase of the above-described salt storage building in an amount not to exceed \$425,000.00; and be it further

**RESOLVED**, that upon full execution of the lease agreement between the Town of Plattsburgh and the County of Clinton for the property on which the salt storage facility will be constructed, the Town Supervisor is hereby authorized to accept the proposal from Hybrid Building Solutions and to execute any and all contracts, agreements, grant documents, and other instruments necessary to complete the purchase and construction of the salt storage building and to fulfill the requirements of the New York State Department of Environmental Conservation Water Quality Improvement Program grant; and be it further

**RESOLVED**, that certified copies of this resolution be given to the Highway Superintendent, the Planning and Community Development Department, the Finance Manager, and a copy to Clinton County.



**Motion:**            **Dana M. Isabella**

**Seconded by:**   **Thomas E. Wood**

**Discussion:**     Mr. Kostyk – Wings near the entrance of structure have been added, which has increased the cost by \$45,000. The wings help reduce the migration of salt from the facility.

|                          | <u><b>YES</b></u> | <u><b>NO</b></u> | <u><b>ABSENT</b></u> | <u><b>CARRIED</b></u><br><u><b>YES</b></u> | <u><b>TABLED</b></u> |
|--------------------------|-------------------|------------------|----------------------|--------------------------------------------|----------------------|
| <b>Thomas E. Wood</b>    | <b>X</b>          |                  |                      |                                            |                      |
| <b>Dana M. Isabella</b>  | <b>X</b>          |                  |                      |                                            |                      |
| <b>Daniel A. Bosley</b>  |                   |                  | <b>X</b>             |                                            |                      |
| <b>Ilona M. Kelting</b>  | <b>X</b>          |                  |                      |                                            |                      |
| <b>Charles A. Kostyk</b> | <b>X</b>          |                  |                      |                                            |                      |





# TOWN OF PLATTSBURGH

## HIGHWAY DEPARTMENT

151 BANKER ROAD  
PLATTSBURGH, NY 12901-7307

[WWW.TOWNOFPLATTSBURGH.COM](http://WWW.TOWNOFPLATTSBURGH.COM)

DEPT. LINE: (518)-562-6880

FAX: (518)-563-8396

TDD: (800)-662-1220

HIGHWAY SUPERINTENDENT  
GREG BURNELL

DEP. HIGHWAY SUPERINTENDENT  
JASON COOK

Date: August 5, 2026

To: Chuck Kostyk &  
Town Board Members

Re: Salt Shed

I am requesting a resolution to purchase a new salt storage building, 72' wide by 60' long Calhoun Super Structures HT Series building, from Hybrid Building Solutions. Please see attached. Payment will come from the Highway Budget Account #DAA.5130.2000.0000. If you have any questions, please let me know.

Sincerely,

Greg Burnell  
Highway Superintendent



850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 [www.hybridbuildingsolutions.com](http://www.hybridbuildingsolutions.com)

**Certified WBE**

August 3, 2026

Greg Burnell  
Town of Plattsburgh  
151 Banker Road  
Plattsburgh, NY 12901

Dear Greg,

Please accept the following proposal for your new salt storage building with our current pricing.

**72 feet wide by 60 feet long Calhoun Super Structures HT Series building**, 10 foot on center truss spacing providing a snow load capability of 65 lbs. and a minimum wind load of 101 mph. This building would be engineered based on Low Hazard with a "C" Exposure based on 2025 NYS Codes  
Building to be erected on 9'8" frost-depth precast wall foundation  
13.5 ounce Non-Fire-Retardant Elite fabric keder cover with individual panels between each truss  
One Elite Fabric Standard End with 4 passive vents  
Hot Dipped Galvanized Steel Anchor Bolts and Epoxy included  
Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Clinton County  
Site Specific Engineered Drawings and Reactions included for building, foundation, and bolt connections  
Specific Geotechnical Requirements included  
All equipment and travel expenses included  
25 Year Warranty on fabric  
Delivered to Site

**\$349,572.00**

**Proposal Subject to:**

- Ability of equipment to maneuver in and around perimeter of building safely
- Site and a 20 foot perimeter of the site being level, compacted and drained so equipment can operate safely and effectively
- No electrical, gas or water lines to be worked around. They must be clearly labeled.

**Not Included in the Above Estimate**

- Taxes (we would require a tax-exempt certificate)
- Associated fees or permits
- Site work/excavation
- Bonding
- Engineering calculations package
- Electrical and Heating requirements
- Building pad and stone, drainage
- Paving of salt storage building
- Excavation of footers (we look to the town to assist with this task)
- Undercutting of foundation or other

*Due to the potential for changes in tariffs and trade regulations, the prices quoted in this contract are subject to adjustment. If there are any increases or decreases in tariffs that affect the cost of materials or services, the contractor reserves the right to modify the contract price accordingly. Any adjustments will be communicated in writing and agreed upon by both parties prior to implementation.*

All of our buildings are Hot Dipped Galvanized, Post Fabrication. This means you have the full protection of HDG, inside and out, welds and all; nothing is exposed. Every building sold by Calhoun Super Structures is individually run through a 3D Finite Element Analysis using all the site and building specific information by 3<sup>rd</sup> Party Engineers. This process allows us to see the amount of stress your building is under, anywhere on the structure, down to the size of a pin head. This type of engineering is the only true way to see how your building will perform in a 100 or 500-year storm. The building comes with a 25-year Warranty.

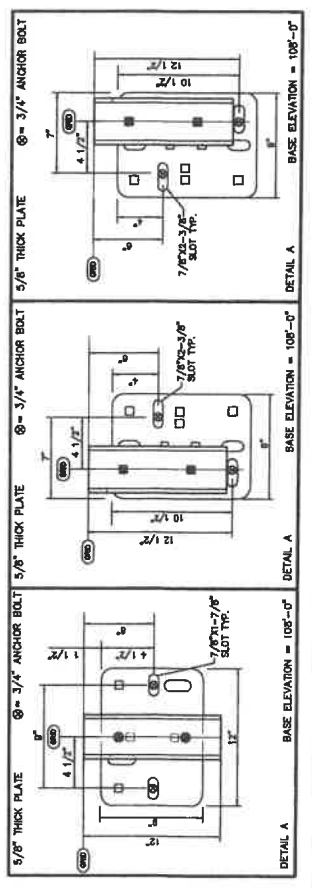
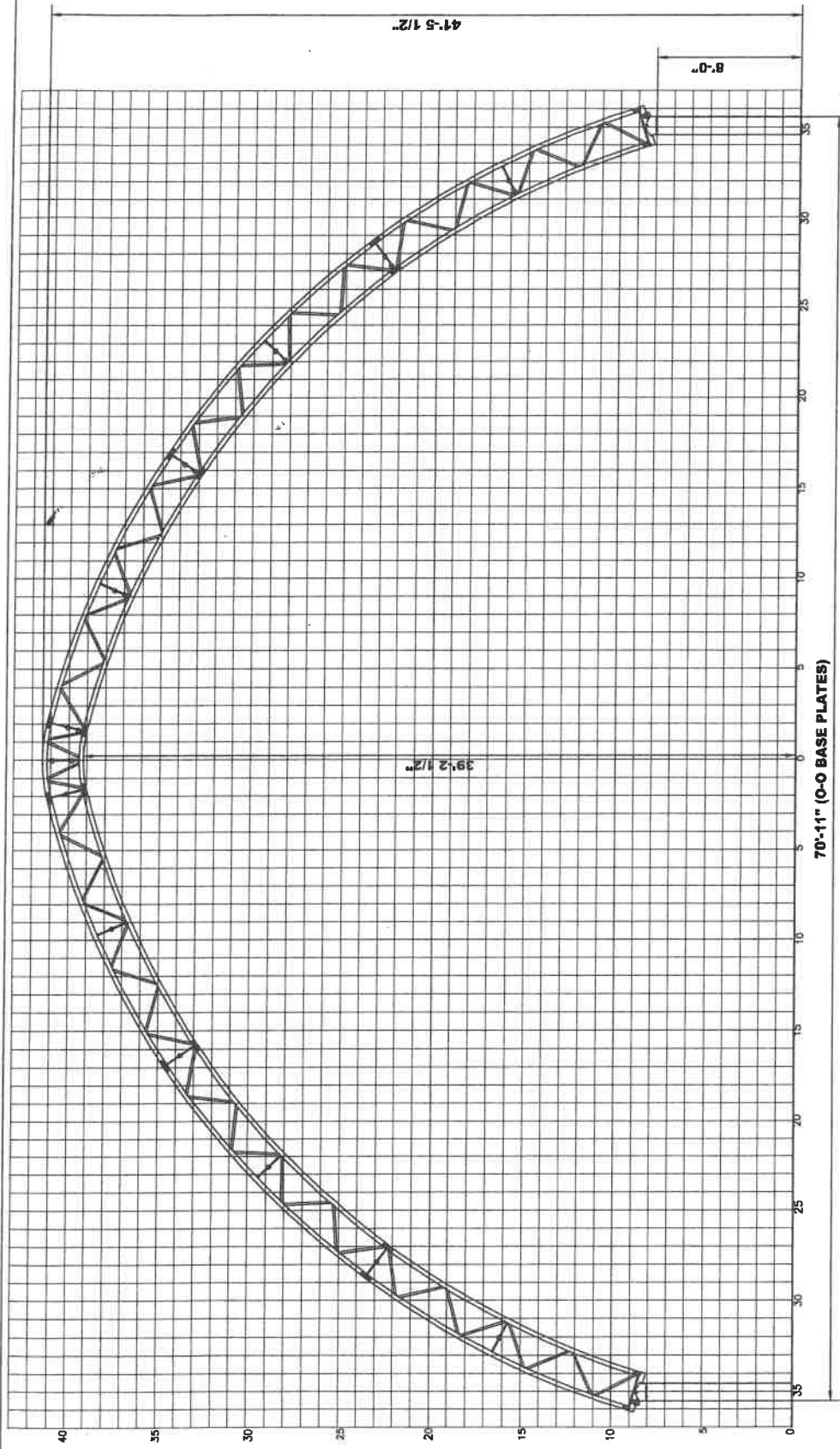
Our building meets all OGS salt storage requirements.

Thank you for this opportunity to provide you with a proposal. Please call us once you have had an opportunity to review it.

Sincerely,

*Mari Louise Merkwa*

Mari Louise Merkwa  
Managing Member  
Cell Phone: 716-544-5872





**72' HT PROFILE  
ON CONCRETE WALL**

| <p><b>HT-72</b></p> <p>SCALE: 1 OF 1</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                      |                                                                                                                                                                                                                                           |                  |             |      |                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <p><b>Calhoun Superstructure Ltd.</b><br/>                 1000 Highway 10<br/>                 Toronto, Ontario, Canada<br/>                 M9W 2P6<br/>                 Tel: 416-291-1000<br/>                 Fax: 416-291-1001<br/>                 www.calhounsuperstructure.com</p>                                                                                                                                                                                                                                                                                                                                                                                                                             | <p><b>NAME:</b> L C G<br/> <b>DATE:</b> 17/06/2014<br/> <b>CHECKED:</b> R W H<br/> <b>DATE:</b> 17/06/2014<br/> <b>DRAWN:</b> L C G<br/> <b>DATE:</b> 17/06/2014</p> | <p><b>PROJECT AND CONFIDENTIALITY:</b><br/>                 THIS DRAWING IS THE PROPERTY OF CALHOUN SUPERSTRUCTURE. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF CALHOUN SUPERSTRUCTURE IS PROHIBITED.</p> |                  |             |      |                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>REVISION / ISSUE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |                                                                                                                                                                      |                                                                                                                                                                                                                                           | No.              | DESCRIPTION | DATE | REVISION / ISSUE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**TOWN OF PLATTSBURGH  
TOWN BOARD MONTHLY MEETING  
August 6, 2026**

**RESOLVED**, that this Town Board meeting be adjourned at ...6:53... PM.

**Motion by:** Ilona M. Kelting

**Seconded by:** Dana M. Isabella

**Discussion:** None

|                   | <u>Yes</u> | <u>No</u> | <u>Carried</u><br>YES |
|-------------------|------------|-----------|-----------------------|
| Thomas E. Wood    | X          |           |                       |
| Dana M. Isabella  | X          |           |                       |
| Daniel A. Bosley  |            |           |                       |
| Ilona M. Kelting  | X          |           |                       |
| Charles A. Kostyk | X          |           |                       |

TOWN CLERK, TOWN OF PLATTSBURGH



8/24/26