

TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 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
Thomas E. Wood, Councilor
Dana M. Isabella, Councilor
Daniel A. Bosley, Councilor
Ilona M. Kelting, Councilor
Jonathan J. White, Town Clerk
Matthew G. Favro, Town Attorney

X
X
X
X
X
X
X

Resolution No. 026-225

Accept Minutes of the Previous Meeting

RESOLVED, that the minutes of **August 6, 2026** and **August 13, 2026** be accepted, and the reading of the minutes be dispensed with.

Motion: **Ilona M. Kelting**

Seconded by: **Daniel A. Bosley**

Discussion: **None**

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

Public Comment - No Public Comments



**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
PUBLIC HEARING
September 17, 2026**

NOTICE is hereby given that the Town of Plattsburgh Town Board will meet and hold public hearings thereon at the Town Hall located on the Banker Road, in the Town of Plattsburgh, Clinton County, New York on Thursday, September 17, 2026 at 6:05 p.m. prevailing time in relation to the proposed Special Use Permit for a Wireless Telecommunications Facility located at 422 Wallace Hill Road.

1. Acceptance of Written Comments into the Record of the Hearing:

Neither the Town Clerk nor Supervisor Offices received written comments.

2. Open Public Hearing to the Floor for Public Comment:

No public comments were made during the hearing.

Motion to OPEN Public Hearing

Motion by: **Dana M. Isabella**

Seconded by: **Daniel A. Bosley**

Discussion: **None**

Motion to CLOSE Public Hearing

Motion by: **Daniel A. Bosley**

Seconded by: **Ilona M. Kelting**

Discussion: **None**

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

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

Time: **6:05 PM**

Time: **6:28 PM**





TOWN OF PLATTSBURGH

151 BANKER ROAD
PLATTSBURGH, NY 12901-7307

WWW.TOWNOFPLATTSBURGH.NY.GOV
MAIN LINE: (518)-562-6800
SUPERVISOR: (518)-562-6813
FAX: (518)-563-8396
TDD: (800)-662-1220

TOWN SUPERVISOR
CHARLES A. KOSTYK

DEPUTY SUPERVISOR
DANA M. ISABELLA

EXECUTIVE SECRETARY
EMILLIE A. LAMAY

September 4, 2026

Dear Property Owner:

The notice below will or has appeared in the Plattsburgh Press-Republican. Per Local Law no. 3 of 2003 § 16A notification will be provided to landowners whose property is located within 1500 feet of any property line of the lot or parcel on which the new Wireless Telecommunications facilities are proposed to be located.

PLEASE TAKE NOTICE, that the Town Board of the Town of Plattsburgh will hold a public hearing located at Town Hall at 151 Banker Rd, Plattsburgh NY on Thursday, September 17, 2026, at 6:05 PM, EST in relation to the proposed Special Use Permit for a Wireless Telecommunications Facility located at 422 Wallace Hill Rd. At such time and place all persons interested in the subject matter thereof will be heard concerning the same. All interested persons are encouraged to attend. Written and verbal comments and questions can be mailed to the Town Hall address 151 Banker Rd, Plattsburgh, NY 12901 If special accommodations are required for your attendance, please contact 518-562-6830.

Sincerely,

Town Board-Town of Plattsburgh

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-226

Abstract 9B-26

RESOLVED, that the abstract of audited claims **No. 9B-26** for \$337,574.62, **Abstract 9B-26** prepays for the amount \$182,956.12 be received as reviewed by the Audit Committee and the Supervisor is hereby authorized to pay said abstracts.

Motion: Ilona M. Kelting

Seconded by: Daniel A. Bosley

Discussion: None

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>CARRIED</u> YES	<u>TABLED</u>
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 SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-227

**Retirement of Brian Douglas from the Position of Building
and Grounds Maintenance Worker in the Facilities
Department for the Town of Plattsburgh**

WHEREAS, Mr. Brian Douglas has submitted a letter of retirement from his position as Building and Grounds Maintenance Worker in the Facilities Department for the Town of Plattsburgh, effective December 5, 2026; now, therefore, be it

RESOLVED, that the Town Board of the Town of Plattsburgh, with appreciation for his years of service, hereby accepts Mr. Douglas' letter of retirement and wishes him well with his future endeavors; and be it further

RESOLVED, that a copy of this Resolution be given to the Finance Manager and a copy be placed in Mr. Douglas' personnel file.

Motion: **Dana M. Isabella**

Seconded by: **Ilona M. Kelting**

Discussion: **Mr. Kostyk:** Thanks to Brian for his 15 years of service to the town.

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



September 4, 2026

To Whom It May Concern,

Please accept this letter as my notice of intent to retire. After talking to the Business Office, I would like to run down my accrued sick, personal, and vacation time starting September 8, 2026. Any unused time should be included in my final paycheck. My last day of work will be December 4, 2026. My retirement date for the New York State Retirement System is December 5, 2026.

I am grateful for the experiences of working in the Facilities Department, and I am looking forward to my retirement.

Sincerely,

Brigh Douglas

A handwritten signature in cursive script, appearing to read "Brigh Douglas", written in dark ink.

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-228

**Appointment of Patrick Fisher as MEO II
in the Highway Department**

WHEREAS, the Highway Department has a vacancy and there is a need to add another staff member to that Department; and

WHEREAS, all applications for said position have been reviewed and the job has been posted by Greg Burnell, Highway Superintendent, as per union contract; and

WHEREAS, the Highway Superintendent recommends that Patrick Fisher be appointed to said position; now, therefore be it

RESOLVED, that the Town Board of the Town of Plattsburgh does hereby authorize the hiring and appointment of Mr. Fisher to the vacant position of MEO II at an hourly rate of \$26.79 as indicated by the current Teamster's Agreement; and be it further

RESOLVED, that Mr. Fisher's start date be October 26, 2026 and that the Supervisor is hereby authorized to sign all necessary documents for the appointment of Mr. Fisher to the position of MEO II in the Highway Department with a probation period of twelve months; and it is further

RESOLVED, that a copy of this Resolution be given to the Finance Manager, Highway Superintendent and also be placed in Mr. Fisher's personnel file.

Motion: Dana M. Isabella

Seconded by: Daniel A. Bosley

Discussion: None

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>CARRIED</u> YES	<u>TABLED</u>
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, NEW YORK 12901-7307
(518) 562-6880

FAX # (518) 563-8396

Email: gregb@townofplattsburghny.gov
karenp@townofplattsburghny.gov

*Greg Burnell
Highway Superintendent*

*Jason Cook
Deputy Superintendent*

*Karen Provost
Secretary*

Date: August 8, 2026

To: Chuck Kostyk &
Town Board Members

Re: New Hire MEO 2

I am requesting a resolution to hire Patrick Fisher as an MEO 2 in the Highway Department. His application was approved by Clinton County Civil Service. A background check has been initiated. Patrick will be paid \$26.79/hour which is \$3.00 less than the top job rate for 2026. His anticipated start date is October 26, 2026. I feel that he will be a good addition to our Department and the Town.

If you have any questions, please let me know.

Sincerely,

Greg Burnell
Highway Superintendent

TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026

Resolution No. 026-229

**Authorizing the Lining of Existing Stormwater
Infrastructure on Smithfield Boulevard**

WHEREAS, the Town of Plattsburgh conducted an inspection of Smithfield Boulevard, confirming that the stormwater infrastructure is original from its construction in 1986; and

WHEREAS, the inspection revealed significant corrosion of the stormwater pipes and are in need of attention prior to paving the road; and

WHEREAS, it has been determined by the Town of Plattsburgh Highway Superintendent, Greg Burnell, that the most cost-effective and efficient option is lining the existing stormwater pipes; and

WHEREAS, The Precision Group, utilizing pricing per Onondaga contract #0010984, has provided the Town of Plattsburgh with a quote and an agreement for the continuation of pipe lining work, which started in 2025; therefore, be it

RESOLVED, that the Town of Plattsburgh Town Board hereby authorizes the continuation of the lining of the existing stormwater infrastructure on Smithfield Boulevard and that the Town Supervisor is authorized to sign any and all related documents required for this project; and it is further

RESOLVED, that payment for said project be made payable from the 2026 Equipment and Capital Outlay Account DAA.5130.2000 Budget, in the amount not to exceed \$12,577.10; and be it

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

Motion: Dana M. Isabella

Seconded by: Ilona M. Kelting

Discussion: Mr. Kostyk: This is to address a pipe that was missed in December of last year.

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>CARRIED</u> YES	<u>TABLED</u>
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

Date: September 8, 2026

To: Chuck Kostyk &
Town Board Members

Re: Smithfield Blvd.

A 12' x 109 FT section of Smithfield Blvd. needs lining, cleaning, CCTV, Bypass, Mobilization & Traffic infrastructure repair/replacement. The attached quote from Precision Trenchless LLC uses NYS Contract pricing from Onondaga County, Contract #0010984. The total cost will be \$12,577.10 and will come from DAA.5130.2000 Highway Equipment & Capital Outlay account.

If you have any questions, please contact me.

Thank you,

Greg Burnell
Highway Superintendent

PRECISION Trenchless LLC

1710 Erie Boulevard
Schenectady, NY 12308
Phone: (518) 372-8200
Fax: (518) 372-9900

A DIVISION OF **POWERVAC**
LLC

INVOICE

Invoice Number

26-04369

Invoice Date

08/31/2026

Due Date

09/30/2026

Bill To:

Town of Plattsburgh
151 Banker Rd
Plattsburgh, NY 12901

Ship To:

Town of Plattsburgh
151 Banker Rd
Plattsburgh, NY 12901

ACCT NO	PO NUMBER	JOB NO	TERMS		REP	
C-020447		PTL-26-03028	Net 30		AF	
DESCRIPTION			U/M	QTY	PRICE	EXT PRICE

Town of Plattsburgh - AUGUST 2026

12' x 109 FT CIPP, Cleaning, CCTV, Bypass, Mobilization & Traffic on Smithfield Blvd	LS	1	17,577.10	17,577.10
--	----	---	-----------	-----------

Subtotal	17,577.10
Less discount	5,000.00
Sales Tax (if applicable)	0.00
Total Due	\$12,577.10

ACH Payments can be made c/o: ar@pim-inc.com
Huntington National Bank
Account # 01383259496
Routing # 072403473

Thank you for your business!

TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026

Resolution No. 026-230

Request to Purchase Rubber Plow
Edge Blades for Highway Department

WHEREAS, it is necessity to maintain equipment for the continued maintenance and improvements of town highways within the Town of Plattsburgh; and

WHEREAS, Procedures for Purchase of Commodities, Equipment or Goods and Contract Values requires the Town to solicit price quotes for amounts in excess of \$5,000.00; and

WHEREAS, Greg Burnell, Highway Superintendent, has solicited prices and is requesting permission to place an order for rubber plow edge blades; and

WHEREAS, the best quote option for 25 rubber plow edge blades is Taylor Rental for a total of \$9,608.25; therefore be it

RESOLVED, that the Town Board approve the purchases as recommended and that the Highway Superintendent is hereby authorized to make said purchase; and be it further

RESOLVED, that payment be made payable from the 2026 Highway Budget Repairs Account #DAA.5130.4200.0000 and that a copy of this Resolution be given to the Finance Manager and the Highway Superintendent.

Motion by: Dana M. Isabella
Seconded by: Daniel A. Bosley

Discussion: Mr. Kostyk: For clarification, these rubber edges are for the wing plows, not not the main plows that use steel edges.

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>CARRIED</u> YES	<u>TABLED</u>
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

Date: September 8, 2026

To: Chuck Kostyk &
Town Board Members

Re: Rubber Plow Edge Blades

I am requesting a resolution to purchase 25 Rubber Plow Edge blades from Taylor Rental for the price of \$9,608.25 as per the attached quote. I have also attached a quote from Northern Supply and Winter. Payment will come from the Highway Budget Repairs Account #DAA.5130.4200.0000. If you have any questions, please let me know.

Sincerely,

Greg Burnell
Highway Superintendent

#1

PAGE NO 1

TAYLOR RENTAL PLATTSBURGH
550 STATE ROUTE 3
PLATTSBURGH, NY 12901

PHONE: (518) 324-5100

NO RETURN ON
SPECIAL ORDER ITEMS

CUST NO: 1024 JOB NO: 000 PURCHASE ORDER: REFERENCE: QUOTE FOR GREG TERMS: NET 30 CLERK: NICKW DATE / TIME: 9/3/26 9:24

TERMINAL: 612

SOLD TO:

TOWN OF PLATTSBURGH OFFICES
151 BANKER RD

SHIP TO:

EXP. DATE: 9/10/26

PLATTSBURGH NY 12901-7301
518-562-6800

SALESPERSON: NW NICK WELLS
TAX: NT NON TAXABLE

ESTIMATE: 679549/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		25	EA	VBI011	1-1/2 X 10"X 11' SHP RUBBER EDGE MFG part# VBI011 DELIVERED PRICE *****SINGLE HOLE IN CENTER OF EDGE ACROSS SHP *****		25	384.33 /EA	9,608.25 N
2									
3									
4									
5									

(TOWN OF PLATTSBUR-)

TAXABLE	0.00
NON-TAXABLE	9608.25
SUBTOTAL	9608.25

TAX AMOUNT	0.00
TOTAL	9608.25

TOT WT: 0.00

X _____
Received By



QUOTE

NORTHERN SUPPLY, INC.
Bill Shave Sr.
Sales & Technical Support
Mobile: 518.577.0300

Bill@NorthernSupplyInc.com

PO#P24032

CUSTOMER: Town Of Plattsburgh

ADDRESS: 151 BankerRoad

Plattsburg NY 12901

PHONE: 518-562-6881

FAX: 518-563-8136

CONTACT: Greg Burnell

Gregb@townofplattsburgh.org

Quote 9.2.26

SBR Edge

[illegible]

Thank You for the Opportunity!



THE SNOWPLOW
& CONSTRUCTION
WEAR PARTS EXPERTS

#3

CALL: 800.294.6837

FAX: 888.810.9363

1900 Joseph Lloyd Parkway

Willoughby, Ohio 44094

Quoted To

Town of Plattsburgh
Attn: Fred Lavene
151 Banker Rd.
Plattsburgh, NY 12901

Quote

Quote ID QT44638

Cust ID TWNPLATTSBUR

Quote Date	Expiration Date	Sales Rep	TERMS			
9/3/2026	10/3/2026	NODDO	Net 30 Days			
Part ID	Description	LBS	Qty	Unit Price	Ext Price	
RB22QS1WFA	1.5 X 10 X 132 - SHP - SLOT	218,7.	25	605.00	\$15,125.00	
1.5"x10"x132" WinterFlex Rubber with 13 Slotted Holes Punched 3"-3"-12"(10)-3"-3" All State Rubber						
Quote Specifications						

Total Quoted Price (USD) \$ 15,125.00

CALL TO ORDER
800.294.6837

WINTEREQUIPMENT.COM

TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026

Resolution No. 026-231

Resolution to Hold a Public Hearing and Type
SEQRA Action for Local Law No. 4 of 2026

WHEREAS, proposed Local Law No. 4 of 2026 of the Town of Plattsburgh which imposes a six-month moratorium on applications for Battery-Based Energy Storage Systems; and

WHEREAS, due consideration has been given to the adoption of Proposed Local Law No. 4 of 2026 by all members of the Town Board who were present; and

WHEREAS, Part 617 of the Environmental Conservation Law - "State Environmental Quality Review Act" (SEQRA), provides for the review of any "ACTION" to determine the effect of the action on the environment, along with any related administrative procedures for the implementation, authorization or approval of the action; and

WHEREAS, the adoption of a moratorium on land development or construction is a Type II action under 6NYCRR Part 617 requiring no further environmental review; and

WHEREAS, it was the considered opinion of all members of the Town Board who were present that a public hearing should be held on the 1st day of October, 2026 at 6:05 P.M., at the Plattsburgh Town Hall, 151 Banker Road, Plattsburgh, New York, to consider the adoption of Proposed Local Law No. 4 of 2026;

NOW, on motion duly made and seconded, it was

RESOLVED, that the Town of Plattsburgh's Planning Board after a review of proposed Local Law 4 of 2026 does hereby determine that the proposed project is a Type II action requiring no further environmental review; and be it further

RESOLVED, that a public hearing be held on the 1st day of October, 2026 at 6:05 P.M. EST, at the Plattsburgh Town Hall, 151 Banker Road, Plattsburgh, New York, on the question of the enactment of Proposed Local Law No. 4 of 2026; and be it further

RESOLVED, that a Notice of Hearing on Proposed Local Law No. 4 of 2026 shall be published in the Press Republican not less than five (5) days prior to that hearing; and be it further

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



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

Motion by: Daniel A. Bosley

Seconded by: Dana M. Isabella

Discussion: Mr. Kostyk: The Planning and Community Development Department needs another six months to complete the new BESS law.

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



LOCAL LAW NO. 4 of 2026

A Local Law imposing a moratorium on new applications for Battery Energy Storage Systems.

Section 1. Title

This Local Law shall be referred to as the “Local Law Imposing a Six-Month Moratorium of Applications for Battery-Based Energy Storage Systems”

Section 2. Purpose and Intent

Pursuant to the statutory powers vested in the Town of Plattsburgh to regulate and control land use and to protect the health, safety and welfare of its residents, the Town of Plattsburgh hereby declares a twelve-month moratorium on applications for Battery-Based Energy Storage Systems (BESS), also known as “Battery Farms”, and includes any Battery-Based Energy Storage System proposed as part of, or appurtenant to, a proposed or existing energy generation facility.

The Town of Plattsburgh has steadily received a significant number of applications for the construction of Tier 3 Solar Energy Facilities. Research into related developments in other areas of New York State has shown that battery-based energy storage facilities are often located near or within solar projects. The Town currently has no regulation for battery-based energy storage facilities.

The Integration of these commercial facilities, specifically within R2 Residential & R5 Residential zones within the Town, emphasizes the need for suitable siting, land use and zoning standards and controls to mitigate any potential negative impacts. Particularly, the Town would like to examine the siting of these facilities in areas where public water and sewer infrastructure are present but unutilized by such projects, thus decreasing the return on investment of this important public infrastructure.

The Town has received letters from District #3 Fire Department, Morrisonville Fire Department, Cadyville Fire Department, and South Plattsburgh Fire Department requesting that the Town adopt another 12-month moratorium for BESS due to concerns related to battery-related fires across New York State and the lack of protocol and training provided to local fire departments for responding to these fires.

The Town of Plattsburgh desires to address, in a careful manner, the establishment, placement, or construction of Battery-Based Energy Storage Systems on a comprehensive Town-wide basis, rather than on an ad hoc basis, and to adopt provisions to specifically regulate the same. The Town would also like to see a greater effort on the part of New York State to ensure the safety and fire protection of these systems.

Section 3. Scope of Controls

A. During the effective period of this Local Law:

1. The Town of Plattsburgh shall not grant any approvals that would have as the result the establishment, placement, construction, or erection of any new Battery-Based Energy Storage Systems within the Town of Plattsburgh.
2. The Town of Plattsburgh Planning Board shall not grant any preliminary or final approval to a subdivision plat, site plan, special use permit or other permit that would have as a result the establishment, placement, construction or erection of any new Battery-Based Energy Storage Systems within the Town of Plattsburgh.
3. The Town of Plattsburgh Zoning Board of Appeals shall not grant any variance or other permit for any use that would result in the establishment, placement, construction, or erection of any new Battery-Based Energy Storage Systems within the Town of Plattsburgh.
4. The Building Inspector/Code Enforcement Officer of the Town of Plattsburgh shall not issue any permit that would result in the establishment, placement, construction, or erection of any new Battery-Based Energy Storage Systems within the Town of Plattsburgh.

- B. The Town of Plattsburgh reserves the right to direct the Town of Plattsburgh Building Inspector/Code Enforcement Officer to revoke or rescind any building permits or certifications or occupancy issued in violation of this Local Law.**

Section 4. Consideration of New Applications

No applications for construction submitted after the adoption of this Local Law, affected by this Local Law or for approvals for a site plan, subdivision, variance, special use permit or

other permits shall be considered by any board officer or agency of the Town of Plattsburgh while this moratorium imposed by this Local Law is in effect.

Section 5. **Term**

The moratorium imposed by this Local Law shall be in effect for a period of six months from the effective date of this Local Law (April 2nd, 2026 until October 2nd, 2026).

Section 6. **Penalties**

Any person, firm or corporation that shall establish, place, construct, enlarge or erect any Battery-Based Energy Storage System in violation of the provisions of this Local Law or shall otherwise violate any of the provisions of this Local Law shall be subject to:

- A. Such penalties as may otherwise be provided by applicable local laws, ordinances, rules or regulations of the Town of Plattsburgh; and
- B. Injunctive relief in favor of the Town of Plattsburgh to cease any and all such actions which conflict with this Local Law and, if necessary, to remove any construction that may have taken place in violation of this Local Law.

Section 7. **Validity**

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 8. **Hardship**

- A. Should any owner of property affected by this Local Law suffer an unnecessary hardship in the way of carrying out the strict letter of this Local Law, then the owner of said property may apply to the Town of Plattsburgh in writing for a variation from strict compliance with this Local Law upon submission of proof of such unnecessary hardship. For the purposes of this Local Law, unnecessary hardship shall not be the mere delay in being permitted to make an application or waiting for a decision on the application for a variance, special permit, site plan, subdivision, or other permit during the term of the moratorium imposed by this Local Law.

B. Procedure. Upon submission of a written application to the Town Clerk by the property owner seeking a variation of this Local Law, the Town of Plattsburgh shall, within thirty (30) days of receipt of said application, schedule a Public Hearing on said application upon fifteen (15) days written notice in the official newspaper of the Town of Plattsburgh. At said Public Hearing, the property owner and any other parties wishing to present evidence with regard to the application shall have an opportunity to be heard, and the Town Board of the Town of Plattsburgh shall, within fifteen (15) days of the close of said Public Hearing, render its decision either granting or denying the application for a variation from the strict requirements of this Local Law. If the Town of Plattsburgh determines that a property owner will suffer an unnecessary hardship if this Local Law is strictly applied to a particular property, then the Town of Plattsburgh shall vary the application of this Local Law to the minimum extent necessary to provide the property owner relief from strict compliance with this Local Law.

Section 9. **Effective Date**

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law. Applications filed prior to the adoption of this Local Law by the Town Board shall not be affected by this Local Law.

PLEASE TAKE NOTICE that the Town Board of the Town of Plattsburgh is considering adoption of Local Law No. 4 of 2026: which imposes a six-month moratorium on applications for Battery-Based Energy Storage Systems. A public hearing will be held on **Thursday, October 1st, 2026 at 6:05 PM EST** at Town Hall located at 151 Banker Rd, Plattsburgh NY concerning the Potential Local Law No. 4 of 2026 in the Town of Plattsburgh. At such time and place all persons interested in the subject matter thereof will be heard concerning the same. All interested persons are encouraged to attend. Written and verbal comments and questions can be mailed to the Town Hall address 151 Banker Rd, Plattsburgh, NY 12901. If special accommodations are required for your attendance, please contact 518-562-6830.

Dated: September 18, 2026

By order of /s/ Jonathan J. White
Town Clerk
Town of Plattsburgh

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-232

**Application for Funding from the
Justice Court Assistance Program (JCAP)**

WHEREAS, discussions with the Town of Plattsburgh Justices and Court Clerks identified certain equipment needs for the Town Courts; therefore, be it

RESOLVED, that the Board of the Town of Plattsburgh authorizes the Town of Plattsburgh Justice Court to apply for a JCAP grant in the 2026-2027 grant cycle up to \$30,000.00; and, it is further

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

Motion: Ilona M. Kelting

Seconded by: Daniel A. Bosley

Discussion: None

Roll Call:

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



To: Town Clerk

From: James D. Joyce, Town Justice

Re: Application for funding from the Justice Court Assistance Program

Date: 9/10/2026

The Town Court is requesting authorization from the Town Board to apply for funding from the Justice Court Assistance Program during the upcoming grant cycle. One required component of that application is a Resolution from the Town Board authorizing the Town Court to apply for this funding.

The Division of Grants, Contracts & Procurement Unit will not accept the court's application unless the Resolution incorporates one of the following two options EXACTLY as written below:

Option # 1

(Town of) "The Board of the Town of PLATTSBURGH authorizes the PLATTSBURGH Town Court to apply for a JCAP grant in the 2026-27 grant cycle up to \$30,000.00."

Option # 2

"The Board of the Town Name of Town authorizes the Name of Town Town Court to apply for a JCAP grant in the 2026-27 grant cycle up to \$ Amount Requested."

While the Resolution may include one or more "WHEREAS" clauses, it is essential that the "Be it RESOLVED" portion of the Town Board's resolution be worded exactly as one of the options indicated above (with the addition of the name of the Town inserted as shown above in both options and with the addition of the amount requested as shown above in the second option).

In addition, the Board Resolution must be certified.

The deadline for our application is Tuesday, September 22, 2026.

Thank you for your attention to this matter and for your help with the Court's application.

TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026

Resolution No. 026-233

Renewal Agreement with Constellation NewEnergy, Inc.

WHEREAS, Constellation NewEnergy, Inc. has submitted a proposed Electricity Supply Agreement to the Town and the Town Attorney has reviewed the Agreement as well as communicating with representatives of Constellation NewEnergy, Inc. and the Town Attorney is satisfied that the Agreement is legally sufficient; and

WHEREAS, resolutions 017-259 & 023-253 were passed; and a new service agreement has been received, with the dates of the agreement beginning November 1, 2026 to October 31, 2029; now, therefore be it

RESOLVED, that the Supervisor of the Town is hereby authorized to execute any and all documents necessary to contract with Constellation NewEnergy, Inc. to supply electricity to the Town.

Motion: **Dana M. Isabella**

Seconded by: **Ilona M. Kelting**

Discussion: **Mr. Kostyk:** Jenn (Finance Office) and I worked closely with Constellation on a 3 year contract which is in our best interest. Electric prices are market driven and this contract will help obtain consistent pricing.

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



Constellation.

**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.
Amount of late payment and method of calculation:	If you fail to pay within thirty (30) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.005000/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.
Third Party Compensation Disclosure	We pay Municipal Electric and Gas Alliance, Inc. which is your broker or consultant, \$.00150/kwh. In addition, brokers or consultants may separately receive other forms of compensation such as tickets to or participation in events. In the event of a change in market conditions (such as an intra-day move) between the time this contract is sent to you and the time it is signed/returned that would otherwise necessitate increasing your contract price, as a courtesy to you, Constellation and your broker or consultant <u>may</u> jointly decide to adjust down the broker or consultant fee to mitigate any negative market impacts so your overall price remains unchanged.
Fixed or Variable, (explanation of how the price is determined):	Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).

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Energy Cost	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NYPA Transmission Adjustment Charge Costs	Price Adjustment
NY CFC Transmission Costs	Price Adjustment
NY Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Price Adjustment
NY Tier 4 REC Program Costs	Passed Through
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Passed Through

The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

Price(s) for Fixed Price Solutions:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
10/01/26	10/03/29	\$0.09933

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

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TOWN OF PLATTSBURGH ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions. For each of the items listed as "Price Adjustment" below, it means that we have included these costs in your contract price based on prices for the Account(s) as determined by the applicable UDC or ISO as of the date the parties' execute this Agreement, and we will pass through to you any future changes, (upward or downward) to such cost component, based on changes in such costs during the term of this Agreement. For purposes of clarity, depending on the UDC, such cost component that is listed as Price Adjustment may change prior to the Start Date which will be reflected in a future adjustment and any such adjustments may occur more than once during any calendar year.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
NYPA Transmission Adjustment Charge Costs	Price Adjustment
NY CFC Transmission Costs	Price Adjustment
NY Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Price Adjustment
NY Tier 4 REC Program Costs	Passed Through
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Passed Through

The contract prices contained in the Account Schedule include any credit costs and margin. 202(c) Costs (defined below) will be passed through to you. **In addition to the Cost Components in the table above, you will be charged, the costs associated with each of the following items/charges listed below will be Passed Through to you:**

New York Bulk Energy Storage Costs ("NY BES Costs"): Your contract price does not include NY BES Costs. Such NY BES Costs are considered Passed Through charges under this Agreement and shall be passed through to you during the term of this Agreement. You shall be responsible for paying your pro rata share of the NY BES Costs.

"NY BES Costs" means any current or future costs related to bulk energy storage program associated with NY PSC Case 18-E-0130 – In the Matter of Energy Storage Deployment Program and the associated "Order Approving Implementation Plan with Modifications" effective February 15, 2025, as may be amended or modified from time to time.

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): Your contract price does not include NY OREC Costs. If this Agreement has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving Your Account(s) are considered Passed Through charges under this Agreement and shall be passed through to You.

"NY OREC Costs" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for

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Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

New York Power Authority ("NYPA") Economic Development Power Programs: If you have elected or elect any time during the term of this Agreement to participate in and receive power for your Account(s) under this Agreement (including but not limited to) the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the "NYPA Economic Development Power Programs") approved by the NYPA board on March 31, 2020, as may be amended from time to time, then you understand and agree that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with your Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to you as a Change in Law pursuant to Section 5 below.

For clarification purposes only:

Capacity Cost (Fixed): You have elected the "Fixed" option for "Capacity Costs" as noted in the table above. "Fixed" means Seller has included Capacity Costs in Your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with Your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, Your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in Your Capacity Costs based on the UDC's regular adjustments to Your ICAP Tag (kW). "ICAP Tag (kW) " means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

For the purposes of Line Loss Costs, UDC Metered Usage will be utilized.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.005000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within thirty (30) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law,

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Sales Rep: Daniel Murphy

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whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect. You represent and warrant that, to the extent you have used a broker or consultant (as defined by the DPS) other than the broker or consultant disclosed in this Agreement (if any), you are paying such broker or consultant directly and have confirmed that such broker or consultant has all required licenses and registrations required by the DPS.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
New York State Electric and Gas	NYSEG	1-800-572-1131

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Plattsburgh

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300

Date: _____

Houston, TX 77002

Address:

Attn: Contracts Administration

Phone: **844-636-3749**

Phone:

Email:

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Sales Rep: Daniel Murphy

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General Terms and Conditions

1. Definitions.

"202(c) Costs" means costs resulting from the Department of Energy's Orders issued under Section 202(c) of the Federal Power Act requiring certain wholesale generation facilities to remain operational due to potential shortages of power in the applicable ISO-territory.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs, to the extent not already included within the applicable Energy Costs, associated with the difference between (i) the usage recorded by the UDC ("**UDC Metered Usage**") and (ii) the ISO settlement volumes. The difference between these two values constitutes the "**Line Loss Usage**," and the sum of UDC Metered Usage and Line Loss Usage constitutes the "**Total Quantity**." If Line Loss Costs are designated as "**Fixed**", below the Cost Component table will specify whether: (a) **UDC Metered Usage** will be utilized, in which case the contract price will be applied solely to UDC Metered Usage for invoicing purposes; or (b) the **Total Quantity** will be utilized, in which case the contract price will be applied to the Total Quantity. If Line Loss Costs are designated as "**Passed Through**", such costs are excluded from the contract price and will be invoiced as a separate line item. Passed-through Line Loss Costs will be calculated using the applicable LMP for the Line Loss Usage only.

"Non Time Of Use" or "NTOU" means all hours of each day.

"NYPA Transmission Adjustment Charge Costs" means costs related to charges levied by the New York Power Authority (NYPA) to recover costs associated with upgrading and expanding the transmission system.

"NY CFC Transmission Costs" means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the CLCPA and in accordance with the Cost Sharing and Recovery Agreement and Rate Schedule 19 of the NYISO OATT, as approved by FERC pursuant to Docket No. ER22-2154 issued on August 19, 2022 and NY PSC Case 20-E-0197 approved on February 16, 2023, as may be amended or modified from time to time during the term of this TC. For clarification purposes, NY CFC Transmission Costs do not include transmission related charges under the NY TOTS Project Costs, NY Transmission Project Costs or Ancillary Services And Other ISO Costs.

"NY Transmission Project Costs" means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities and other projects under the NYISO's

Comprehensive System Planning Process, as defined by the NYISO, including its Public Policy Transmission System Planning Process, Reliability Planning Process, Local Transmission Recovery, and other projects approved by and in compliance with FERC regulations, including Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this Agreement).

"NY Tier 1 REC Program Costs" means any costs related to the purchase of Tier 1 eligible renewable energy certificates ("Tier 1 REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY Tier 4 REC Program Costs" means any costs related to the purchase of Tier 4 eligible renewable energy certificates ("**Tier 4 REC's**") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York (the New York Transmission Owner Transmission Solution ("**TOTS**")) as approved by the Federal Energy Regulatory Commission ("**FERC**") pursuant to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time during the term of this Agreement.

"NY ZEC Program Costs" means any cost related to the purchase of zero-emissions credits ("**ZEC's**") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302, as may be amended or modified from time to time.

"NYC UXT" means New York City Utility Excise Tax.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due.

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We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. .

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. An e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:**For: Town of Plattsburgh****The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on September 15, 2026****We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

No. of Service Accounts: 50

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NYSEG	N01000000149302	19 BULLIS RD, PLATTSBURGH, NY 12901	10/23/26	09/21/29	\$0.09933
NYSEG	N01000000181164	151 BANKER RD, PLATTSBURGH, NY 129017307	10/23/26	09/21/29	\$0.09933
NYSEG	N01000000316562	1082 STATE ROUTE 3 - BACKUP WELL, PLATTSBURGH, NY 12901	10/23/26	09/21/29	\$0.09933
NYSEG	N01000000379826	NEAR 355 TOM MILLER RD, PLATTSBURGH, NY 129016431	11/01/26	09/02/29	\$0.09933
NYSEG	N01000000494849	1407 MILITARY TPKE, PLATTSBURGH, NY 129017451	10/31/26	09/01/29	\$0.09933
NYSEG	N01000000723643	SMITHFIELD BLVD, PLATTSBURGH, NY 12901	10/30/26	09/29/29	\$0.09933
NYSEG	N01000001104447	CEMETERY RD POWER, PLATTSBURGH, NY 12901	10/31/26	09/01/29	\$0.09933
NYSEG	N01000001436245	WOODCLIFF DR, PLATTSBURGH, NY 12901	10/03/26	10/03/29	\$0.09933
NYSEG	N01000001492149	MILITARY TPKE PUMP STATION, PLATTSBURGH, NY 12901	10/30/26	09/29/29	\$0.09933
NYSEG	N01000001496231	607 STATE ROUTE 3, PLATTSBURGH, NY 129016530	10/31/26	09/01/29	\$0.09933
NYSEG	N01000001636570	38 LINDA LN, PLATTSBURGH, NY 129015724	10/02/26	10/02/29	\$0.09933
NYSEG	N01000001679935	NEAR 115 GODDEAU RD PWR, CADYVILLE, NY 12918	11/02/26	09/03/29	\$0.09933
NYSEG	N01000001966605	357 CUMBERLAND HEAD RD, PLATTSBURGH, NY 129016714	10/27/26	09/28/29	\$0.09933
NYSEG	N01000002083145	KIMBERLY LN, MORRISONVILLE, NY 12962	10/31/26	09/01/29	\$0.09933
NYSEG	N01000002255081	NEAR 47 SMITHFIELD BLVD F, PLATTSBURGH, NY 12901	10/30/26	09/29/29	\$0.09933
NYSEG	N01000002291185	NEAR 23 LAKELAND DR, PLATTSBURGH, NY 129016005	10/03/26	10/03/29	\$0.09933
NYSEG	N01000002381424	ROUTE 374 &, PLATTSBURGH, NY 12901	10/23/26	09/21/29	\$0.09933
NYSEG	N01000002414670	NEAR 14 FLANAGAN DR LIFT STA 1, PLATTSBURGH, NY 12901	11/01/26	09/02/29	\$0.09933
NYSEG	N01000002454221	0 WOOD CLIFF DR, PLATTSBURGH, NY 12901	10/03/26	10/03/29	\$0.09933

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NYSEG	N01000002696813	22 BULLIS RD PWR, MORRISONVILLE, NY 129623306	10/31/26	09/01/29	\$0.09933
NYSEG	N01000002808632	54 GOUGEVILLE SPRING RD PUMP, CADYVILLE, NY 129182318	10/23/26	09/21/29	\$0.09933
NYSEG	N01000002924074	NEAR 121 WOOD CLIFF DR, PLATTSBURGH, NY 129016056	10/03/26	10/03/29	\$0.09933
NYSEG	N01000002948677	NEAR 33 SORRELL AVE, PLATTSBURGH, NY 129012202	10/31/26	09/01/29	\$0.09933
NYSEG	N01000003034667	PERU RD, PLATTSBURGH, NY 12901	10/03/26	10/03/29	\$0.09933
NYSEG	N01000003063914	NEAR 103 HAMMOND LN, PLATTSBURGH, NY 12901	11/01/26	09/02/29	\$0.09933
NYSEG	N01000003174984	LAKESHORE RD RT 9, PLATTSBURGH, NY 12901	10/03/26	10/03/29	\$0.09933
NYSEG	N01000003259793	5 SQUIRREL WAY, PLATTSBURGH, NY 12901	10/03/26	10/03/29	\$0.09933
NYSEG	N01000003372554	2097 STATE ROUTE 3, CADYVILLE, NY 129182808	11/02/26	09/03/29	\$0.09933
NYSEG	N01000004043717	CATHERINE HAYES LN, MORRISONVILLE, NY 12962	10/31/26	09/01/29	\$0.09933
NYSEG	N01000004052452	NEAR 133 WALLACE HILL RD, PLATTSBURGH, NY 129016139	11/01/26	09/02/29	\$0.09933
NYSEG	N01000004301560	CUMBERLAND HEAD RD PUMP STA, PLATTSBURGH, NY 12901	11/30/26	09/29/29	\$0.09933
NYSEG	N01000004834149	NEAR 295 NEW YORK RD, PLATTSBURGH, NY 129034425	10/26/26	09/25/29	\$0.09933
NYSEG	N01000005632005	7057 STATE ROUTE 9, PLATTSBURGH, NY 129017216	11/28/26	09/25/29	\$0.09933
NYSEG	N01000005846621	59 HONEY DR, PLATTSBURGH, NY 129016345	11/02/26	09/03/29	\$0.09933
NYSEG	N01000005863956	16 CLIFF HAVEN PRK RD, PLATTSBURGH, NY 12901	10/03/26	10/03/29	\$0.09933
NYSEG	N01000005867106	35 OSWEGO LN PARK, PLATTSBURGH, NY 129016813	11/30/26	09/29/29	\$0.09933
NYSEG	N01000006384259	NEAR 38 FIREHOUSE LN, PLATTSBURGH, NY 12901	11/29/26	09/28/29	\$0.09933
NYSEG	N01000006463376	303 IDAHO AVE, PLATTSBURGH, NY 12903	10/26/26	09/25/29	\$0.09933
NYSEG	N01000006573844	ROUTE 9N, PLATTSBURGH, NY 12901	11/29/26	09/28/29	\$0.09933
NYSEG	N01000006628481	305 TOM MILLER RD, PLATTSBURGH, NY 129016431	10/30/26	09/29/29	\$0.09933
NYSEG	N01000008252728	151 BANKER RD PUMP, PLATTSBURGH, NY 129017307	10/23/26	09/21/29	\$0.09933
NYSEG	N01000008265100	51 HONEY DR PUMP STATN, PLATTSBURGH, NY 129016342	11/02/26	09/03/29	\$0.09933
NYSEG	N01000009022781	EAST RD, PLATTSBURGH, NY 12901	11/30/26	09/29/29	\$0.09933
NYSEG	N01000015243298	16 CADYVILLE PK RD HEAT, CADYVILLE, NY 12918	11/02/26	09/03/29	\$0.09933
NYSEG	N01000059575316	4 FLORIDA ST, PLATTSBURGH, NY 12903	10/23/26	09/21/29	\$0.09933
NYSEG	N01000059660928	NEAR 32 NIGHTENGAL DR PUMP STA, PLATTSBURGH, NY 129016110	11/01/26	09/02/29	\$0.09933

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NYSEG	N01000059736827	NEAR 1825 STATE ROUTE 3 WTRPUSTA, PLATTSBURGH, NY 12901	11/02/26	09/03/29	\$0.09933
NYSEG	N01000059810325	4 ST LOUIS DR, MORRISONVILLE, NY 129623720	10/31/26	09/01/29	\$0.09933
NYSEG	N01000060161890	419 WALLACE HILL RD, PLATTSBURGH, NY 129016150	11/02/26	09/03/29	\$0.09933
NYSEG	N01000060456373	152 BANKER RD SC04, PLATTSBURGH, NY 129017309	10/01/26	08/31/29	\$0.09933

Payments to Certain Third-Parties: You acknowledge and understand that Constellation is paying a marketing fee to Municipal Electric and Gas Alliance, Inc. in connection with its efforts to facilitate our entering into this Agreement. Municipal Electric and Gas Alliance, Inc. is not a representative or agent of Constellation.

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**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-234

**Authorization to Enter into an Agreement for
Pictometry Services – EagleView**

WHEREAS, the Town of Plattsburgh is greater than 40 square miles in area, with a mix of forested, rural, residential, and urban environments; and

WHEREAS, high resolution aerial imagery and measuring software provides useful and cost-saving information to various Town Departments and the public they serve; and

WHEREAS, the following Departments at the Town of Plattsburgh benefit from the Pictometry services: Planning, Codes and Zoning, Assessment, Highway and Water Wastewater; and

WHEREAS, that based on the Planning & Community Development Department's recommendation, and discussion with other Town Departments in the Town of Plattsburgh, the services are needed to implement best practices; therefore, be it

RESOLVED, the Town Board authorizes the Supervisor to enter into an Agreement with Pictometry International Corp. dba EagleView, a company formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623, to provide services as indicated in the Agreement; and be it further

RESOLVED, that after final review by the Town Attorney, the Supervisor be authorized to enter into an Agreement for services for Pictometry for an amount of \$13,292.46 each year (for three years) to be paid from the Planning Department, Codes and Zoning Department, Water and Wastewater Department and Assessment Department Budgets, with a scheduled fly over to take place in April of 2027; and, be it further

RESOLVED, that certified copies of this Resolution be given to the Planning Department and Finance Manager.

Motion: Daniel A. Bosley

Seconded by: Dana M. Isabella

Discussion: Mr. Kostyk – Represents a small increase over last agreement. Because much of the City gets included, we have asked for them to share part of the cost.

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



Trevor Cole

From: Kevin Diehl <kevin.diehl@eagleview.com>
Sent: Wednesday, August 12, 2026 12:56 PM
To: Trevor Cole
Cc: Joshua Graham
Subject: Re: Plattsburgh NY
Attachments: Q-71068 - Town of Plattsburgh, NY - Reveal Imagery 1-inch with Change Finder (single flight).pdf

Importance: High

Good afternoon, Trevor,

The quote was fully approved this morning, and I've attached it for your review. I apologize that I wasn't able to provide you with an update prior to your meeting today.

I also wanted to highlight a few key details and provide a comparison to the Town's previous flight:

Last Flight – Spring 2024

- 3" standard ortho and oblique imagery package with Change Finder
- 3 years of software access and integrations with unlimited users
- Total investment: **\$38,865.60**
- 3-year payment terms: **\$12,955.20 annually**

Through a recent promotion, I was able to upgrade the Town to a 1" standard ortho and oblique imagery package with Change Finder for only a modest increase over the previous agreement.

Proposal Q-71068 – Spring 2027

- 1" standard ortho and oblique imagery package with Change Finder
- 3 years of software access and integrations with unlimited users
- Total investment: **\$39,877.38**
- 3-year payment terms: **\$13,292.46 annually**

This provides the Town with significantly higher-resolution imagery while keeping the annual investment very close to the previous agreement.

Please let me know if you have any questions after reviewing the proposal. I'd also be happy to schedule a remote meeting to walk through the quote and answer any questions together.

Regarding your question about the current account status and any potential outstanding payments, I was informed that our Accounting team has reached out to someone in your office directly with that information. I have limited visibility into those details on my end, but if you have not received an update, please let me know and I'll be happy to follow up and escalate as needed.

Thank you again for considering a renewal flight with us. We truly appreciate your continued business and partnership and look forward to the opportunity to continue working with the Town.

Regards,



CUSTOMER NAME:	Town of Plattsburgh, NY
ATTN:	Trevor Cole
CUSTOMER ADDRESS:	151 Banker Road Plattsburgh, New York 12901
CUSTOMER PHONE:	(518) 562-6820
CUSTOMER E-MAIL:	trevorc@townofplattsburgh.org

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between the Customer identified above ("Customer") and Pictometry International Corp. dba Eagleview, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("Eagleview"). Customer and Eagleview may be referred to individually as "Party" and, collectively, as "Parties." Eagleview will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. "Account" means an account created for Customer by Eagleview for the purpose of providing access to the Products and Services.

1.2. "Activation" means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. "Authorized User" means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to Eagleview prior to being granted access to the Products and Services and, unless Eagleview expressly waives such requirement for any individual, has entered into a written agreement with Eagleview authorizing such access.

1.4. "Confidential Information" means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of Eagleview includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) Eagleview's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

1.5. "Documentation" means the materials describing the features and functions of the Products and Services as may be updated from time to time by Eagleview.

1.6. "Fee" means the fees charged by Eagleview for the Products and Services as identified in an Order Form or an invoice issued by Eagleview.

1.7. "Intellectual Property Rights" means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.



1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means Eagleview’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by Eagleview, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with Eagleview), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, Eagleview hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). Eagleview will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. Eagleview will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of Eagleview in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other Eagleview materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.



2.2.5. Eagleview may suspend the Products and Services if Eagleview determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), Eagleview will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify Eagleview.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, Eagleview and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to Eagleview's proprietary Products and Services. Customer will preserve and keep intact all Eagleview copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of Eagleview's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that Eagleview will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. Eagleview will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that Eagleview seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of Eagleview's costs of such collection action if Eagleview is the prevailing party. If any Fees are overdue by more than thirty (30) days, Eagleview may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, Eagleview will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, Eagleview may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Eagleview has the legal obligation to collect Taxes from Customer, Customer will pay that amount to Eagleview unless Customer provides Eagleview with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, Eagleview is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Eagleview may suspend access to the Products and Services in the event



Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: Eagleview Breach. In the event this Agreement is terminated by Customer for a material breach by Eagleview, (a) where Eagleview has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, Eagleview will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by Eagleview for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. Eagleview Warranty. Eagleview warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE



MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. Eagleview Indemnification. Eagleview will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by Eagleview; provided, however, that Customer will: (i) notify Eagleview in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give Eagleview sole control of the defense and settlement of the claim (except that Eagleview will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide Eagleview with all reasonable assistance, information, and authority necessary to perform Eagleview's obligations under this paragraph. Notwithstanding the foregoing, Eagleview will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by Eagleview; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by Eagleview to infringe or misappropriate any Intellectual Property Rights of a third party, Eagleview will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and Eagleview's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend Eagleview from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) Eagleview notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by Eagleview without Eagleview's prior written consent), and (iii) Eagleview provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Eagleview and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region



(including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, Eagleview will assist Customer in its Eagleview security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to Eagleview's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to Eagleview will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when



deposited with an overnight courier or delivery service. With respect to notices and other communications regarding Eagleview's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to Eagleview's website (www.Eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]



CUSTOMER	EAGLEVIEW
TOWN OF PLATTSBURGH, NY	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:



EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	Town of Plattsburgh, NY
ORDER FORM TERM (DURATION):	3 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE:	
This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba Eagleview and Town of Plattsburgh, NY.	

ORDER #
LC-10020369

BILL TO
Town of Plattsburgh, NY
Trevor Cole
151 Banker Road
Plattsburgh, New York 12901
(518) 562-6820
trevorc@townofplattsburgh.org

SHIP TO
Town of Plattsburgh, NY
Trevor Cole
151 Banker Road
Plattsburgh, New York 12901
(518) 562-6820
trevorc@townofplattsburgh.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1239340	Kevin Diehl	Triennial

PROJECT 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
90	Eagleview Reveal - 1in	High resolution, measurable oblique and orthogonal imagery. Oblique image frames collected at 1.4in GSD or better, orthogonal image frames collected at 1in GSD or better. Orthomosaic imagery produced at 1in GSD from orthorectified orthogonal imagery via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Image frames and orthomosaics available as 3-band RGB. Delivery to be provided via online Eagleview's online platform applications and APIs. Imagery extent based on a delivery grid shapefile approved by Eagleview.
90	Eagleview Reveal - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at 1in GSD. Imagery extent based on a delivery grid shapefile approved by Eagleview. Tiles and mosaics output as industry standard 3-band RGB files with formats selectable by the customer. Delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.



1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
5	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
5630	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2024 Source Two: Pictometry Imagery Source Two Year: 2027 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:

FEES

Due at Initial Activation of Services \$13292.46
Due at First Anniversary of Initial Activation of Services \$13292.46
Due at Second Anniversary of Initial Activation of Services \$13292.46

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

Non-appropriation of Funds: Notwithstanding anything in this Agreement to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Eagleview with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;



b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Eagleview reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which Eagleview has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Eagleview.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

If Eagleview Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If Eagleview Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with Eagleview. Imagery captured through DRP will be captured "as-is".

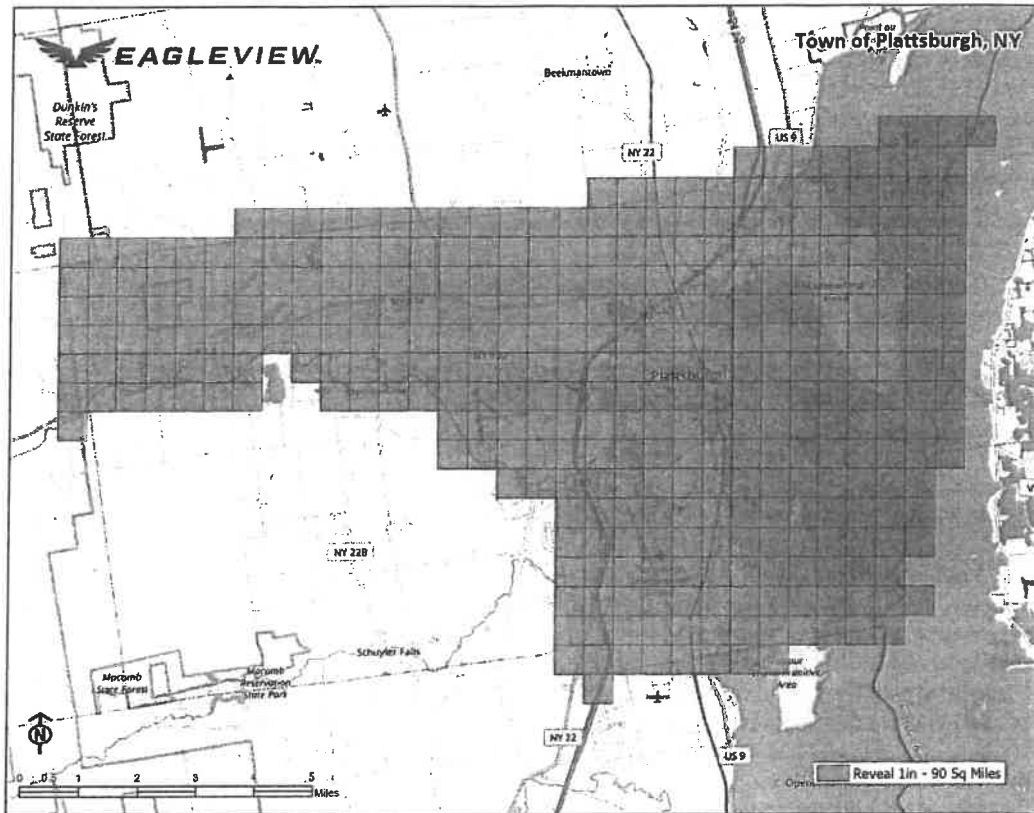
A. Disaster Coverage Imagery at No Additional Charge – Eagleview will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Eagleview) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Eagleview resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and Eagleview, will be, subject to Eagleview resource availability, offered to Customer at the then current DRP rates.



AOI(S) IF APPLICABLE



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[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Eagleview and Customer.

CUSTOMER	EAGLEVIEW
TOWN OF PLATTSBURGH, NY	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:



Budget Proposal

Proposal for: Town of Plattsburgh, NY
Project Name: Reveal Imagery - 1" (single flight)
Quote Number: Q-71068
Contract Term: 3 Year(s)
Number of Projects: 1

EagleView Rep: Kevin Diehl
Phone Number: 607-738-8694
Email: kevin.diehl@eagleview.com
Expiration Date: 10/31/2026

Quote Summary

Quote Total: USD \$ 39877.38

Annual Total : USD \$ 13292.46

Project 1

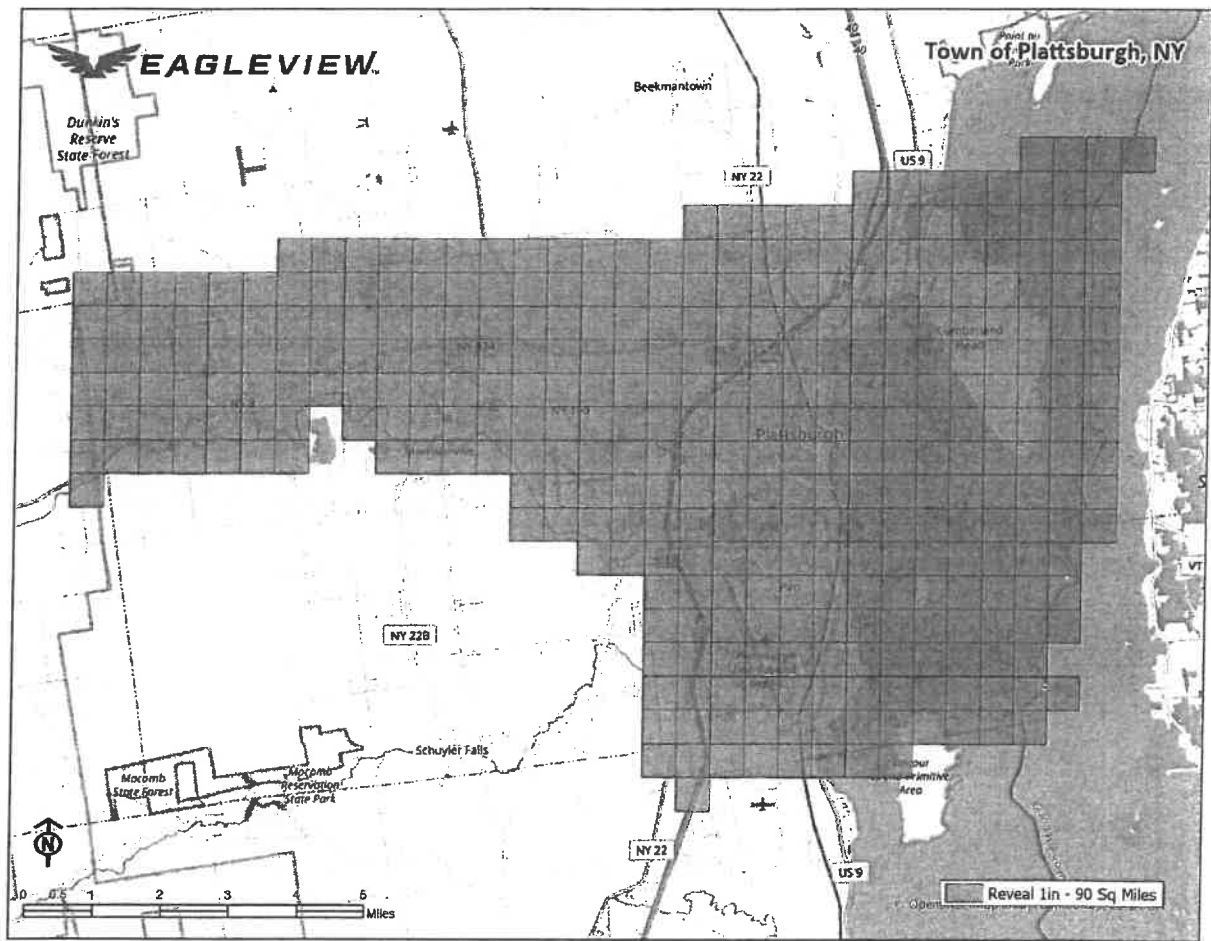
Quantity	Product Name	Description
90	Eagleview Reveal - 1in	High resolution, measurable oblique and orthogonal imagery. Oblique image frames collected at 1.4in GSD or better, orthogonal image frames collected at 1in GSD or better. Orthomosaic imagery produced at 1in GSD from orthorectified orthogonal imagery via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Image frames and orthomosaics available as 3-band RGB. Delivery to be provided via online Eagleview's online platform applications and APIs. Imagery extent based on a delivery grid shapefile approved by Eagleview.
90	Eagleview Reveal - Physical Delivery - Orthomosaic - 1in	Provides an offline copy of the orthomosaic tiles and mosaics at 1in GSD. Imagery extent based on a delivery grid shapefile approved by Eagleview. Tiles and mosaics output as industry standard 3-band RGB files with formats selectable by the customer. Delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/ GIS) and via the Integrated Web Application.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

Quantity	Product Name	Description
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
5	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
5,630	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.

TOTAL: USD 39,877.38

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



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TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026

Resolution No. 026-235

LCBP Waterfront Access – Cadyville Boat Launch
– 2027 Grant Application

WHEREAS, the Town of Plattsburgh's 2016 Waterfront Revitalization Plan identifies potential improvements to be made at the Cadyville Boat Launch (formerly Cadyville Beach); and

WHEREAS, the Town of Plattsburgh has prioritized improving waterfront access for all users, including those with disabilities; and

WHEREAS, certain improvements to the boat launch facility including, but not limited to; handicap accessible kayak launch, bathroom improvements, wheelchair accessible beach path, wheelchair accessible picnic tables, pavilion, and paved paths would increase access for residents and visitors of all abilities; and

WHEREAS, funding is available from the Patrick Leahy Lake Champlain Basin Program for public waterfront access improvements; and

WHEREAS, the Town has identified various projects with an estimated cost of \$75,000; and

WHEREAS, the Recreation and Youth Services Department has budgeted \$15,000.00 for waterfront improvements in 2027; now therefore be it

RESOLVED, that the Town of Plattsburgh hereby requests financial assistance from the Lake Champlain Basin Program in an amount of \$60,000.00; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute any documentation necessary for the submittal of this application and for the municipality to cover 100% of the project construction costs, prior to reimbursement by the grant, including any expenses exceeding the awarded amount, and appropriate up to \$15,000 from the general fund for project participation, and be it further

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

Motion: Ilona M. Kelting

Seconded by: Daniel A. Bosley

Discussion: None

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>CARRIED</u> YES	<u>TABLED</u>
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 SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-236

Purchase of Five (5) Meter Pits for Town of Schuyler Falls

WHEREAS, the Town of Plattsburgh provides Operation and Maintenance services to the Town of Schuyler; and

WHEREAS, the Town of Schuyler Falls needs five (5) meter pits for the Morrisonville Water District Improvement Project; and

WHEREAS, the Water & Wastewater Department will provide and charge the Town of Schuyler Falls for five (5) meter pits from the Town of Plattsburgh's inventory; and

WHEREAS, a quote has been obtained from Ferguson Waterworks for the purchase of five (5) meter pits \$5,713.05 to restock the Town of Plattsburgh inventory; therefore, be it

RESOLVED, the purchase of the five (5) meter pits from Ferguson Waterworks be approved; and it is further

RESOLVED, that payment be made payable from the 2026 Water & Wastewater Budget Account # SWC.8340.4170 and that a copy of this Resolution be given to the Water & Wastewater Department and the Finance Manager.

Motion: **Ilona M. Kelting**

Seconded by: **Dana M. Isabella**

Discussion: **None**

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

Barbara Miner

From: Rick Catuccio Jr. - 2043 NEWYORKWW <rick.catuccio@ferguson.com>
Sent: Monday, August 31, 2026 1:19 PM
To: Barbara Miner
Subject: Email Bid# B022344

Barb ,please find the quote you requested ,please confirm
receipt of this quote.Waiting on lead time .Thank you.
Sincerely ,Rick Catuccio

Price Quotation # B022344**FERGUSON WATERWORKS #2043**

612 PIERCE ROAD
CLIFTON PARK, NY 12065-1311

Phone : 518-877-3086
Fax : 518-877-5027

Bid No.....: B022344
Bid Date....: 08/31/26
Quoted By: APC
Customer..: TOWN OF PLATTSBURGH
WATER & SEWER
151 BANKER ROAD
PLATTSBURGH, NY 12901

Cust Phone: 518-562-6825
Terms.....: NET 10TH PROX
Ship To.....: TOWN OF PLATTSBURGH
WATER & SEWER
151 BANKER ROAD
PLATTSBURGH, NY 12901

Cust PO#..:

Job Name..: METER PITS,LIDS&INSU

Item	Description	Quantity	Net Price	UM	Total
SP-M203CS1572LBBS	15X72 5/8X3/4 MTR PIT LBBS	5	949.330	EA	4746.65
M790022	15X4 INSUL PAD W/ NYL STRP HDL	5	43.770	EA	218.85
M780112	15 MTR BX LID W/ TR HOLE SIDE LCK	5	149.510	EA	747.55

Subtotal: \$5713.05

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$5713.05

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Enter the following link to complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=2043&on=580>



T. MINA SUPPLY EAST LLC

WATER AND SEWER CONSTRUCTION PRODUCTS

Quotation

T. MINA SUPPLY EAST LLC
785 BEAHAN ROAD
ROCHESTER, NY 14624
Phone 585-235-6990
Fax 585-235-6156

EXPIRATION DATE	QUOTE NUMBER
08/31/2027	S1538426
T. MINA SUPPLY EAST LLC 785 BEAHAN ROAD ROCHESTER, NY 14624 Phone 585-235-6990 Fax 585-235-6156	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

TOWN OF PLATTSBURGH 5
151 BANKER RD
PLATTSBURGH, NY 12901

TOWN OF PLATTSBURGH 5
151 BANKER RD
PLATTSBURGH, NY 12901

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
17687	MUELLER PITS			
WRITER		SHIP VIA	TERMS	SHIP DATE
MICHAEL PERRY			NET 30 DAYS	08/31/2026
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS BARBARAM@TOWNOFPLATTSBURGHNY.GOV			
5ea	NONSTOCK ITEM #203CS-1572-LBBS-N MUEELER THERMAL COIL METER PIT		1009.100/ea	5045.50
5ea	15" MU #780112 TOUCH READ LID WITH SIDE LOCKING PENTAGON KEY ** Above not returnable ini __ **		158.990/ea	794.95
5ea	15" X 4" MU #790022 INSULATION PAD ** Above not returnable ini __ **		46.340/ea	231.70
ESTIMATED SALES TAX HAS NOT BEEN CALCULATED ON THIS QUOTE. TAX WILL BE CALCULATED WHEN SHIPPED, UNLESS EXEMPT.			Subtotal	6072.15
			S&H Charges	0.00
			Amount Due	6072.15

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-237

**Reappointment of Elizabeth Duhaime
to the Finance Committee**

WHEREAS, the Town Board passed Resolution 014-183 authorizing the formation of a Finance Committee to improve accountability and controls over finances and accounts and to play an advisory role to the Town Supervisor, Town Board and Finance Manager; and

WHEREAS, Elizabeth Duhaime, a resident of the Town who possesses skills and experience with finance and financial systems, is willing to serve as a member of the Finance Committee; therefore, be it

RESOLVED, that the Town of Plattsburgh Town Board does hereby reappoint Elizabeth Duhaime to the Finance Committee for a term to expire 12/31/2029; and be it further

RESOLVED, that a certified copy of this Resolution be given to Elizabeth Duhaime and the Finance Manager; and be it further

RESOLVED, that she take the oath of office within thirty days of this Resolution.

Motion: **Dana M. Isabella**

Seconded by: **Daniel A. Bosley**

Discussion: **Mr. Kostyk** – “Punki” has been on the Finance Committee for some time and has done a great job.
 Ms. Isabella – We have another vacancy on this committee and on other volunteer committees as well. Please contact the town if you are interested in serving on one of them.

Roll Call:

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>CARRIED</u> YES	<u>TABLED</u>
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 SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-238

September 2026 Budget Amendment

WHEREAS, the Town may need to amend the 2026 budget to reflect changes in revenues and expenditures during the year; and

WHEREAS, the budget amendments will be offset from existing fund balance or additional revenues; therefore, be it

RESOLVED, that the Town Board of the Town of Plattsburgh authorize the following budget amendment as attached:

and be it further

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

Motion: **Dana M. Isabella**

Seconded by: **Ilona M. Kelting**

Discussion: **None**

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





Plattsburgh, NY

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT16718 - September Budget Adjustments

Adjustment Number: 1A0023087
Budget Code: 2026 Adopted Budget
Description: Budget Adjustments for September 2026
Adjustment Date: 9/16/2026

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
AAA.1220.4110.0000	GENERAL SUPPLIES	Budget Adjustments for September 2026	725.00	200.00	925.00
September: 200.00					
AAA.1410.2000.0000	EQUIP. & CAP. OUTLAY	Budget Adjustments for September 2026	2,000.00	-65.00	1,935.00
September: -65.00					
AAA.1410.4700.0000	CONTRACTUAL	Budget Adjustments for September 2026	0.00	65.00	65.00
September: 65.00					
AAA.1410.8500.0000	HOSP MED INS	Budget Adjustments for September 2026	22,725.00	-2,000.00	20,725.00
September: -2,000.00					
AAA.1410.8600.0000	FLEX/HRA ACCOUNT	Budget Adjustments for September 2026	4,200.00	2,000.00	6,200.00
September: 2,000.00					
AAA.1420.4110.0000	SUPPLIES	Budget Adjustments for September 2026	500.00	-200.00	300.00
September: -200.00					
AAA.1430.2000.0000	EQUIP. & CAP. OUTLAY	Budget Adjustments for September 2026	1,500.00	-250.00	1,250.00
September: -250.00					
AAA.1430.4700.0000	CONTRACTUAL	Budget Adjustments for September 2026	0.00	250.00	250.00
September: 250.00					
AAA.1620.4500.0000	EQUIP.REPAIRS&SERVICE	Budget Adjustments for September 2026	10,000.00	10,000.00	20,000.00
September: 10,000.00					
AAA.1620.4510.0000	BLDGS.REPAIRS&SERVICE	Budget Adjustments for September 2026	75,000.00	-10,000.00	65,000.00
September: -10,000.00					
AAA.5010.4410.0000	CONF.,CONV.,MTGS.ETC.	Budget Adjustments for September 2026	1,675.00	-70.00	1,605.00
September: -70.00					
AAA.5010.4700.0000	CONTRACTUAL	Budget Adjustments for September 2026	0.00	70.00	70.00
September: 70.00					
AAA.5010.8550.0000	RETIRED HEALTH INSURANCE	Budget Adjustments for September 2026	1,200.00	500.00	1,700.00
September: 500.00					
AAA.5010.8600.0000	FLEX/HRA ACCOUNT	Budget Adjustments for September 2026	1,600.00	-500.00	1,100.00
September: -500.00					
AAA.6772.4700.0000	CONTRACTUAL	Budget Adjustments for September 2026	0.00	10.00	10.00
September: 10.00					
AAA.6772.8600.0000	FLEX/HRA ACCOUNT	Budget Adjustments for September 2026	620.00	-10.00	610.00
September: -10.00					
AAA.7310.4000.0000	CONTR. EXPENSES,	Budget Adjustments for September 2026	24,500.00	-3,120.00	21,380.00
September: -3,120.00					
AAA.7310.4151.0000	FUEL, DIRECTOR VEHICLE	Budget Adjustments for September 2026	10,500.00	3,000.00	13,500.00
September: 3,000.00					
AAA.7310.4700.0000	CONTRACTUAL	Budget Adjustments for September 2026	0.00	120.00	120.00
September: 120.00					
AAA.7310.8500.0000	HOSP MED INS	Budget Adjustments for September 2026	60,900.00	10,000.00	70,900.00
September: 10,000.00					
AAA.7310.8600.0000	FLEX/HRA ACCOUNT	Budget Adjustments for September 2026	24,880.00	-10,000.00	14,880.00
September: -10,000.00					
DAA.5110.4600.0000	EQUIPMENT RENTAL	Budget Adjustments for September 2026	5,000.00	-2,000.00	3,000.00

Budget Adjustment Register

Packet: GLPKT16718 - September Budget Adjustments

September: -2,000.00

DAA.5112.4100.0000

September: 1,500.00

DAA.5112.4700.0000

September: -1,500.00

DAA.9000.8550.0000

September: 2,000.00

SSC.8120.4560.0000

September: -3,000.00

SSC.8130.2000.0000

September: 3,000.00

WSA.1610.2000.0000

September: -12,000.00

WSA.1610.2000.0000

September: -10,000.00

WSA.1610.4150.0000

September: 12,000.00

WSA.1610.4720.0000

September: 10,000.00

WSA.9000.8200.0000

September: -10,000.00

WSA.9000.8500.0000

September: 10,000.00

GAS FOR VEHICLES

Budget Adjustments for September 2026

5,000.00

1,500.00

6,500.00

SIGNS,POSTS,RAILS,ETC.

Budget Adjustments for September 2026

5,000.00

-1,500.00

3,500.00

RETIRED HEALTH INS.

Budget Adjustments for September 2026

7,000.00

2,000.00

9,000.00

REPAIR/MAINT

Budget Adjustments for September 2026

20,000.00

-3,000.00

17,000.00

EQUIP. & CAP. OUTLAY

Budget Adjustments for September 2026

-500.00

3,000.00

2,500.00

EQUIP. & CAP. OUTLAY

Budget Adjustments for September 2026

230,109.30

-12,000.00

218,109.30

EQUIP. & CAP. OUTLAY

Budget Adjustments for September 2026

230,109.30

-10,000.00

220,109.30

FUEL FOR VEHICLES

Budget Adjustments for September 2026

23,000.00

12,000.00

35,000.00

COMPUTER SERVICES

Budget Adjustments for September 2026

60,000.00

10,000.00

70,000.00

WORKERS COMPENSATION

Budget Adjustments for September 2026

33,000.00

-10,000.00

23,000.00

HOSP MED INS.

Budget Adjustments for September 2026

238,200.00

10,000.00

248,200.00

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2026 Adopted	2026 Adopted Budget	AAA.1220.4110.0000	GENERAL SUPPLIES	725.00	200.00	925.00
		AAA.1410.2000.0000	EQUIP. & CAP. OUTLAY	2,000.00	-65.00	1,935.00
		AAA.1410.4700.0000	CONTRACTUAL	0.00	65.00	65.00
		AAA.1410.8500.0000	HOSP MED INS	22,725.00	-2,000.00	20,725.00
		AAA.1410.8600.0000	FLEX/HRA ACCOUNT	4,200.00	2,000.00	6,200.00
		AAA.1420.4110.0000	SUPPLIES	500.00	-200.00	300.00
		AAA.1430.2000.0000	EQUIP. & CAP. OUTLAY	1,500.00	-250.00	1,250.00
		AAA.1430.4700.0000	CONTRACTUAL	0.00	250.00	250.00
		AAA.1620.4500.0000	EQUIP.REPAIRS&SERVICE	10,000.00	10,000.00	20,000.00
		AAA.1620.4510.0000	BLDGS.REPAIRS&SERVICE	75,000.00	-10,000.00	65,000.00
		AAA.5010.4410.0000	CONF.,CONV.,MTGS.ETC.	1,675.00	-70.00	1,605.00
		AAA.5010.4700.0000	CONTRACTUAL	0.00	70.00	70.00
		AAA.5010.8550.0000	RETIRED HEALTH INSURANCE	1,200.00	500.00	1,700.00
		AAA.5010.8600.0000	FLEX/HRA ACCOUNT	1,600.00	-500.00	1,100.00
		AAA.6772.4700.0000	CONTRACTUAL	0.00	10.00	10.00
		AAA.6772.8600.0000	FLEX/HRA ACCOUNT	620.00	-10.00	610.00
		AAA.7310.4000.0000	CONTR. EXPENSES,	24,500.00	-3,120.00	21,380.00
		AAA.7310.4151.0000	FUEL, DIRECTOR VEHICLE	10,500.00	3,000.00	13,500.00
		AAA.7310.4700.0000	CONTRACTUAL	0.00	120.00	120.00
		AAA.7310.8500.0000	HOSP MED INS	60,900.00	10,000.00	70,900.00
		AAA.7310.8600.0000	FLEX/HRA ACCOUNT	24,880.00	-10,000.00	14,880.00
		DAA.5110.4600.0000	EQUIPMENT RENTAL	5,000.00	-2,000.00	3,000.00
		DAA.5112.4100.0000	GAS FOR VEHICLES	5,000.00	1,500.00	6,500.00
		DAA.5112.4700.0000	SIGNS,POSTS,RAILS,ETC.	5,000.00	-1,500.00	3,500.00
		DAA.9000.8550.0000	RETIRED HEALTH INS.	7,000.00	2,000.00	9,000.00
		SSC.8120.4560.0000	REPAIR/MAINT	20,000.00	-3,000.00	17,000.00
		SSC.8130.2000.0000	EQUIP. & CAP. OUTLAY	-500.00	3,000.00	2,500.00
		WSA.1610.2000.0000	EQUIP. & CAP. OUTLAY	230,109.30	-22,000.00	208,109.30
		WSA.1610.4150.0000	FUEL FOR VEHICLES	23,000.00	12,000.00	35,000.00
		WSA.1610.4720.0000	COMPUTER SERVICES	60,000.00	10,000.00	70,000.00
		WSA.9000.8200.0000	WORKERS COMPENSATION	33,000.00	-10,000.00	23,000.00
		WSA.9000.8500.0000	HOSP MED INS.	238,200.00	10,000.00	248,200.00
2026 Adopted Total:				868,334.30	0.00	868,334.30
Grand Total:				868,334.30	0.00	868,334.30

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2026 Adopted - 2026 Adopted Budget Fiscal: 2026			
AAA	242,525.00	0.00	242,525.00
DAA	22,000.00	0.00	22,000.00
SSC	19,500.00	0.00	19,500.00
WSA	584,309.30	0.00	584,309.30
Budget Code 2026 Adopted Total:	868,334.30	0.00	868,334.30
Grand Total:	868,334.30	0.00	868,334.30

**TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026**

Resolution No. 026-239

**Resolution Issuing a Negative Declaration
Under SEQRA as is Related to the
Application of New York RSA 2 Cellular
Partnership D/B/A Verizon Wireless'
Telecommunications Project Located off
of 422 Wallace Hill Road, Town of
Plattsburgh, New York**

WHEREAS, the Town of Plattsburgh Town Board (the "Town Board") has received an application from New York RSA 2 Cellular Partnership d/b/a Verizon Wireless ("Verizon" or the "Applicant") for approval of a wireless telecommunications facility (the "Project") to be located off Wallace Hill Road in the Town of Plattsburgh, New York (Tax Map No. 192.00-2-1.1 (the "Property")); and

WHEREAS, the Town Board has engaged in a thorough review of the project in conjunction with the Center for Municipal Solutions ("CMS"), its' consultant, and

WHEREAS, the Applicant prepared and submitted a Full Environmental Assessment Form ("FEAF") pursuant to the mandates for the State Environmental Quality Review Act (ECL Article 8 and 6 NYCRR Part 617) for the proposed project, along with supporting information and materials as requested, and the Town Board has reviewed Part 1 and Part 2 of the FEAF; and

WHEREAS, the Town Board has duly considered the contents of the FEAF and completed Parts 2 and 3 thereof; and

WHEREAS, the Town Board has identified the relevant areas of environmental inquiry, and took a hard look at them; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE TOWN BOARD:

1. The Town Board determines that approval of the proposed project will not have significant adverse impacts on the environment.
2. The Town Board hereby authorizes filing of the Negative Declaration (attached hereto and made a part hereof), according to SEQRA, 6 NYCRR Part 617.

WHEREUPON, the Resolution was put to a vote and recorded as follows:



Motion by: Dana M. Isabella

Seconded by: Ilona M. Kelting

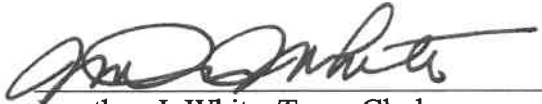
Discussion: None

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



THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

Signed this 18th day of September, 2026


Jonathan J. White, Town Clerk

STATE OF NEW YORK }
COUNTY OF CLINTON }

TOWN OF PLATTSBURGH}

I have compared the preceding copy with the original Resolution on file in this office adopted by the Town Board of Plattsburgh at a regular meeting held September 17, 2026, and I DO HEREBY CERTIFY the same to be a correct transcript therefrom and of the whole of the original. I further certify the vote thereon was as follows:

MEMBERS PRESENT	MEMBERS ABSENT	VOTE
Kostyk		Yea
Kelting		Yea
Bosley		Yea
Isabella		Yea
Wood	Absent	

Witness my hand and the seal of the Town of Plattsburgh this 18th day of September, 2026.


Jonathan J. White - TOWN CLERK
TOWN OF PLATTSBURGH

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)
 Project : **Verizon Wireless Wallace Hill 2026**
 Date : **September 2026**

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐		
h. Other impacts: _____		☐	☐		

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2g, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

1. Other impacts: _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☒ NO ☐ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☒ NO ☐ YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☒	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☒	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☒ ☒	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☒ ☒	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☒	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☒	☐
g. Other impacts: _____		☒	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☒ NO☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) If "Yes", answer questions a - h. If "No", go to Section 18.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) If "Yes", answer questions a - g. If "No", proceed to Part 3.			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☒	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☒	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☒	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☒	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☒	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☒	☐
g. Other impacts: _____		☒	☐

PRINT FULL FORM

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

In consideration of the following, the Town Board finds that this Special Use Permit authorization will result in little or no negative environmental impact:

-Project Application
 -SEQRA EAF Part I
 -Site Plan & construction documents
 -Documentation of public utility status
 -RF Justification
 -Radio Frequency Safety report
 -Viewshed Mapping Analysis
 -Generator Noise Analysis
 -SEQRA EAF Part II and III

Items 9 and 18 of the SEQRA EAF Part II were checked Yes. See the EAF Part III Supplemental Information and analysis attached.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
See materials listed in the attached EAF Part III

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Plattsburgh- Town Board as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Verizon Wireless Tower Wallace Hill 2026

Name of Lead Agency: Town of Plattsburgh Town Board

Name of Responsible Officer in Lead Agency: Charles Kostyk

Title of Responsible Officer: Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Trevor Cole, AICP

Address: 151 Banker Road Plattsburgh, NY 12901

Telephone Number: (518) 562-6850

E-mail: trevorc@townofplattsburghny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

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Verizon Wireless – Wallace Hill 2026

SEQRA EAF Part III - Supplemental Information & Analysis

The Project applicant completed the SEQRA EAF Part I. Part II was completed by Town Planning Department Staff for Town Board review and consideration. Questions 9 and 18 on the Part II were answered “Yes” by staff. Further elaboration is provided herein:

Question #9. Impact on Aesthetic Resources The land use of the proposed action are obviously different in form, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource.

Response YES – Subsequent responses to questions a-g were selected as “No, or small impact may occur”. Though the project is in contrast to adjacent agricultural, forested and residential uses, it’s visibility is significantly limited as identified in the Viewshed Analysis provided by the applicant dated May 21, 2026 and updated June 1, 2026. The wireless communications tower will be visible from several locations on Wallace Hill Rd, primarily while driving west and looking northwest approaching the project location. For most locations on Wallace Hill Rd visibility will be obscured by existing forests and topography. The Tower will also have minor visibility from Tom Miller Road looking North, though currently limited to one location by existing forests. The Tower is proposed to be galvanized metal which will weather to a dull gray, which is generally considered unobtrusive.

Question #18. Consistency with Community Character The proposed project is inconsistent with the existing community character.

Response YES - Subsequent responses to questions a-g were selected as “No, or small impact may occur”. Telecommunications projects are regulated by Local Law. This is because these type of projects remain outside the scope and magnitude of typical land uses that are regulated by the Town Zoning Ordinance. By virtue of being a use that is not allowed in any Town Zoning District by right, or even by site plan review, they are typically out of character with existing surrounding land uses. For these reasons the Local Law then prescribes specific regulations for the siting of these unique facilities. The Applicant has provided the required application materials and responses to the Town Consultant’s (The Center for Municipal Solutions) technical review questions. In a letter dated July 8, 2026, the

same consultant stated that the applicant had submitted the essential application requirements and recommended that the matter be transferred to the Town Board.

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY MEETING
September 17, 2026**

Resolution No. 026-240

**RESOLUTION APPROVING THE APPLICATION
OF NEW YORK RSA 2 CELLULAR PARTNERSHIP
D/B/A VERIZON WIRELESS RELATED TO THE
PROPOSED TELECOMMUNICATIONS PROJECT
LOCATED OFF 422 WALLACE HILL ROAD,
TOWN OF PLATTSBURGH, NEW YORK**

WHEREAS, the Town of Plattsburgh Town Board (the “Town Board”) has received an application from New York RSA 2 Cellular Partnership d/b/a Verizon Wireless (“Verizon” or the “Applicant”) for approval of a wireless telecommunications facility (the “Project”) to be located off Wallace Hill Road in the Town of Plattsburgh, New York (Tax Map No. 192.00-2-1.1 (the “Property”)); and

WHEREAS, the Town Board has engaged in a thorough review of the project in conjunction with the Center for Municipal Solutions (“CMS”), its’ consultant, and

WHEREAS, the proposed project was on file for inspection at the Town Clerk's office prior to the public hearing; and

WHEREAS, a public hearing on the proposed local law was duly noticed and held on September 17, 2026; and

WHEREAS, the Town Board has considered comments and recommendations received on the proposed Project; and

WHEREAS, the Town Board has identified the relevant areas of environmental inquiry, and took a hard look at them, issuing a Negative Declaration in accordance with SEQRA, 6 NYCRR Part 617; and

WHEREAS, the Town Board has determined that the proposed Project is in the best interests of the of the Town, and that said Project complies with all requirements for Special Use Permit as is set forth under the Town of Plattsburgh Wireless Telecommunications Facilities Siting Law (the “Telecommunications Law”).

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE TOWN BOARD:

1. The Town Board hereby grants the application for Special Use Permit, and grants the following waiver requests made by the Applicant:



- a. That the facility in question will be exempt from annual reporting under Section 23 of the Telecommunications Law of as it is categorically exempt under FCC regulations.
- b. That the Applicant will not be required to name the Town of Plattsburgh as an additional insured as is required under Section 24 of the Telecommunications Law, as there is no interest to insure.
- c. That the Applicant will not be required to indemnify the Town of Plattsburgh for this project as is required under Section 25 of the Telecommunications Law, as the Applicant is not leasing land on municipal property.
- d. That the Applicant will be permitted to construct a tower designed to accommodate the Applicant's required loading plus three (3) additional wireless carriers, along with two typical public safety/municipal installations, instead of five (5) additional as is required under Section 6(V) of the Telecommunications Law.

WHEREUPON, the Resolution was put to a vote and recorded as follows:

Motion: **Dana M. Isabella**

Seconded by: **Daniel A. Bosley**

Discussion: **Mr. Kostyk** – We are not concerned with the commercial space as there are limited numbers of companies in the marketplace. We wanted to make sure there was enough space for emergency services or some other municipal need in the future so those spaces were added.

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

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

Signed this 18th day of September, 2026


Jonathan J. White, Town Clerk

STATE OF NEW YORK }
COUNTY OF CLINTON }

TOWN OF PLATTSBURGH }

I have compared the preceding copy with the original Resolution on file in this office adopted by the Town Board of Plattsburgh at a regular meeting held September 17, 2026, and I DO HEREBY CERTIFY the same to be a correct transcript therefrom and of the whole of the original. I further certify the vote thereon was as follows:

MEMBERS PRESENT	MEMBERS ABSENT	VOTE
Kostyk		Yea
Kelting		Yea
Bosley		Yea
Isabella		Yea
Wood	Absent	

Witness my hand and the seal of the Town of Plattsburgh this 18th day of September, 2026.


Jonathan J. White - TOWN CLERK
TOWN OF PLATTSBURGH

Young / Sommer LLC

ATTORNEYS AT LAW

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ALBANY OFFICE: 41 STATE STREET, STE 604-12, ALBANY, NEW YORK 12207

Phone: 518-438-9907 • Fax: 518-438-9914

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Lisa M. Krutka, Legal Assistant
Writer's Direct Line: 518-714-9316
lkutka@youngsommer.com

August 21, 2026

Via Federal Express

Charles A. Kostyk, Supervisor
Town of Plattsburgh
151 Banker Road
Plattsburgh, NY 12901-7307

Re: Application of New York RSA 2 Cellular Partnership d/b/a Verizon Wireless for
Special Use Permit – 422 Wallace Hill Road

Dear Supervisor Kostyk:

I accordance with your request and in advance of our appearance at the September 3 Town Board meeting, I enclose seven (7) copies of our application materials, and all subsequent communications with the Town consultant, The Center for Municipal Services.

We look forward to presenting this application to the Town Board at the meeting. Thank you for your consideration.

Very truly yours,



Lisa M. Krutka, NYSCP®
Legal Assistant to David C. Brennan, Esq.

Encl.

C: CMS (w/o encl.)

TOWN OF PLATTSBURGH
TOWN BOARD SEMI-MONTHLY MEETING
September 17, 2026

The Town Board recessed at 6:35 PM to correct the wording of Resolution 026-240. The meeting resumed at 6:47 PM. The representative for Verizon, James LaValle of Young/Sommer LLC, made brief comments on the current tower project and notified the town there will be another project coming soon. He provided preliminary plans for the next project.

RESOLVED, that this Town Board meeting be adjourned at ...6:55... PM.

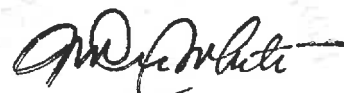
Motion by: **Dana M. Isabella**

Seconded by: **Ilona M. Kelting**

Discussion: **None**

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

TOWN CLERK, TOWN OF PLATTSBURGH



SEP 18 2026