1. Agenda

   Documents:

   AGENDA 04-30-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 04-30-20.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
April 30, 2020
5:30 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Patrick McFarlin (W5), Jeff Moore (W6)
Absent:
****
MAYOR'S COMMENTS:
****
1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on April 23, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore
****
2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending April 29, 2020 in the amount of **$_____** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore
****
3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for April 15 – April 28, 2020
- Report from the Building Inspector's office for the week of April 22 - 28, 2020
- Minutes from the Public Safety Committee meeting held on April 23, 2020
- Reports from the Police Department dated April 27, 2020

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor McFarlin

MLD - MLD Board President Councilor McFarlin

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

****

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending May 1, 2020 in the amount of **$_____**are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

_____

****

7. OTHER ITEMS:

A. RESOLVED: In accordance with the request therefore the Common Council authorizes the Mayor to sign a License Agreement with the Plattsburgh Farmers and Crafters Market to operate in the farmers market building adjacent to the Durkee Street parking lot from May 30 to October 10, 2020. License Fee and proof of insurance is required.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

B. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid #2020-5-1 "Natural Gas Operated Power Generator". Bid opening date is June 9, 2020 at 11 am in the Common Council Chambers.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

C. RESOLVED: In accordance with the request therefore the Common Council approves MLD to advertise for bids for PMLD Bid #2020-6-1 "ARC-Rated Flame Resistant Clothing Rental Program". Bid opening date is July 14, 2020 at 11 am in the Common Council Chambers.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

D. RESOLVED: In accordance with the request therefore the Common Council approves MLD to write-off the following unpaid final bills from:

1. January 2019 in the total amount of $2,041.75. The percentage of write-offs for this period is .08%. The recovered amount for this period is $1,304.38.
2. February 2019 in the total amount of $2,218.68. The percentage of write-offs for this period is .08%. The recovered amount for this period is $1,234.95.
3. March 2019 in the total amount of $6,381.84. The percentage of write-offs for this period is .25%. The recovered amount for this period is $1,034.19.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

E. RESOLVED: In accordance with the request therefore the Common Council agrees that because of the COVID pandemic and "PAUSE NY" to allow the City Chamberlain to refund the following fees and make adjustments to the appropriate funds to reflect these refunds:

Plattsburgh High School
1 Clifford Drive
Plattsburgh NY 12901
$100.00 reservation fee for Sophomore Hop scheduled date March 13, 2020

Seton Catholic Central
206 New York Rd.
Plattsburgh, NY 12903
$100.00 reservation fee for Prom scheduled date May 15, 2020

Artistry Community Theatre Corp.
946 Clintonville Rd.
Peru NY 12972
$800.00 Musical scheduled March 22- March 29, 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. TRAVEL REQUEST: None

****

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

****

10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

_____

****

Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Roll Call: Councilors Barbell, Kelly, Gibbs, McFarlin, Moore
MEETING ADJOURNED: _____

DISCOVER
Plattsburgh

Plattsburgh,NewYork

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawlisss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: April 29, 2020

RE: Fire and Ambulance Responses

For this period: Wednesday, April 15, 2020 to Tuesday, April 28, 2020
our Department has responded to the following:

Fire Calls **28**

3 alarm activation with investigation of cause
1 MVA with patient care and hazardous mitigation
10 EMS assist with manpower
1 arcing electrical with hazardous mitigation
8 smoke detector activation with smoke condition
1 structure fire
2 cooking fires
1 grass fire
1 deck fire

Ambulance Calls **128**

Mutual Aid by CVPH **4**

DEPARTMENT: Building Inspector

REPORTING PERIOD: 04/22/20 TO 04/28/20

COMPLAINT/VIOLATION TYPE	TOTAL REPORTED
GARBAGE	2
DEPARTMENT TOTALS	2
REPORT TOTALS	2

** END OF REPORT - Generated by Lisa Beebie **

DEPARTMENT: Building Inspector

REPORTING PERIOD: 04/22/20 TO 04/28/20

REFERENCE / CASE / COMPLAINT/VIOLATION	LOCATION / COMMENT	AREA / SOURCE	RESPONSIBLE PARTY / SEVERITY	CREATED / COMPLIED
1984	60 COUCH ST		STACEY LYNN DUMARS 0	04/28/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
GARBAGE LOOSE TRASH IN YARD	0			

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		04/29/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	04/29/20	04/29/20		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

1983	62 COUCH ST		MOUNTAIN HARBOR PROPERTIES LLC 0	04/28/2020

VIOLATION	SEVERITY	AREA	COMPLY BY	COMPLIED
GARBAGE DOG FECES AND TRASH IN YARD	0			

STEPS	ACTION TYPE	STATUS	NOTICE	SCHEDULED	STARTED	COMPLETED
INITIAL INSPECT	INSPECTION	NEW		04/29/20		
NOTICE	NOTICE	NEW				
REINSPECT	INSPECTION	NEW				
ORDER PICK UP	OTHER	NEW				

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	JIM WELCH	04/29/20	04/29/20		.00
COMPLAINT	JIM WELCH				.00

COMPLAINT/VIOLATION TOTALS .00

DEPARTMENT TOTALS 2 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 04/22/20-04/28/20: 2 CREATED 0 COMPLIED

REPORT TOTALS 2 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 04/22/20-04/28/20: 2 CREATED 0 COMPLIED

** END OF REPORT - Generated by Lisa Beebie **

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 04/19/2020 00:00 TO 04/26/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	1	1	0	0	0	0	1	1	0	0	0	0	4
ABSCONDED	0	0	0	0	0	0	0	0	0	0	0	0	1	1
AIDED MEDICAL	0	0	0	1	0	0	0	0	0	2	1	1	0	5
ALARM	0	0	1	0	0	1	0	1	0	0	1	1	0	5
ANIMAL DOMESTIC	0	1	1	0	0	0	2	0	0	0	1	0	0	5
ANIMAL WILD	0	0	0	0	0	0	0	0	0	0	1	0	0	1
BURGLARY	0	0	0	0	0	0	0	0	1	0	0	0	0	1
CRIMINAL MISCHIEF	0	0	0	1	1	0	0	0	1	0	1	1	0	5
DISORDERLY PERSONS	0	0	0	0	0	0	0	1	2	2	0	0	0	5
DOMESTIC	0	1	0	0	0	0	1	1	1	1	5	3	2	15
DOOR UNLOCKING	0	0	0	0	0	0	0	0	0	1	0	0	0	1
DRUG INVESTIGATION	0	0	0	0	0	0	0	0	3	1	0	0	0	4
EMOTIONALLY DISTRBD PERSN	0	1	0	0	0	3	1	0	0	2	0	0	1	8
FIRE	0	0	1	0	0	0	0	0	0	0	0	0	0	1
FOOT PATROL	0	7	10	6	0	0	0	1	0	0	0	1	6	31
HARASSMENT	0	0	0	0	0	0	0	0	0	1	1	0	2	4
INSECURE PROPERTY	0	3	1	0	0	0	0	0	0	0	0	0	1	5
JUVENILE	0	1	0	0	0	0	0	0	0	0	0	1	0	2
LARCENY	0	0	0	0	0	0	1	3	1	0	2	0	0	7
LOST AND FOUND	0	0	0	0	0	2	0	1	0	0	1	0	0	4
M/V ACCIDENT	0	0	0	0	0	0	2	1	1	0	1	0	0	5
MISC CALLS	0	0	1	1	0	4	0	4	3	2	3	2	0	20
MISC OFFENSES	0	0	0	0	0	0	1	0	1	2	1	0	0	5
NEIGHBOR CRISIS	0	0	0	0	0	0	0	1	0	0	1	0	0	2
NOISE VIOLATION	0	1	2	0	2	0	0	0	2	0	1	3	1	12
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	0	0	1	0	0	1
PARKING VIOLATIONS	0	0	0	0	0	1	0	0	0	0	0	0	0	1
PAROLE NOTIFICATION	0	0	0	0	0	0	0	0	2	0	0	0	0	2

PRISONER TRANSPORT	0	0	0	0	0	0	0	0	1	0	0	1	0	2
PROPERTY RETRIEVAL	0	0	0	0	0	0	0	0	0	1	1	1	0	3
SERVICES	0	0	0	0	0	0	2	1	5	0	0	0	1	9
SEX CRIMES	0	0	0	0	0	0	1	0	1	0	0	1	1	4
SEX OFFNDR REGISTRATION	0	0	0	0	0	1	0	1	0	0	0	0	0	2
SICK LEAVE	0	1	1	0	0	0	0	1	1	1	1	0	0	6
SUSPICIOUS ACTIVITY RPT	0	1	1	1	0	1	1	0	1	0	0	2	0	8
TRAFFIC STOP	0	0	1	0	0	0	1	0	1	0	1	0	1	5
TRESPASSING	0	0	0	0	0	0	1	0	0	1	2	0	0	4
WARRANT	0	0	0	0	0	0	0	1	0	0	0	0	0	1
WELFARE CHECK	0	1	0	0	1	1	1	3	0	0	0	1	3	11
Totals:	0	19	21	10	4	14	15	22	29	17	27	19	20	217

BLOTTER ACTIVITY REPORT
By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 04/26/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	6	5	0	2	3	3	2	7	1	3	6	1	39
ABC VIOLATIONS	0	12	0	0	0	0	0	1	0	0	1	2	2	18
ABSCONDED	0	1	1	0	0	0	1	0	1	0	0	0	2	6
ADMINISTRATIVE	0	2	2	2	0	2	1	2	0	2	2	3	3	21
AIDED MEDICAL	0	9	5	4	3	2	8	7	10	8	14	9	6	85
ALARM	0	6	13	6	10	12	9	8	7	4	6	5	5	91
ANIMAL DOMESTIC	0	2	3	2	1	4	7	8	3	3	6	6	5	50
ANIMAL WILD	0	0	0	0	0	0	1	2	0	0	1	0	0	4
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	1	2	0	3	0	1	1	0	3	1	3	0	15
BEAT MONITORING	0	21	10	0	0	0	0	0	0	0	1	0	0	32
BKGRND INVST CIVILIAN	0	0	0	6	27	63	54	31	8	1	0	0	0	190
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	0	0	1	0	0	3	3	1	4	0	12
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	1	3	0	4
CITY CODE VIOLATION	0	1	0	1	0	2	1	0	5	3	6	0	0	19
CRIMINAL MISCHIEF	0	1	0	1	1	7	3	3	7	6	6	1	0	36
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	0	1	2	2	1	1	1	0	0	1	1	10
DISORDERLY PERSONS	0	10	7	3	1	3	7	5	7	11	11	1	6	72
DOG SEIZURE	0	0	0	0	0	0	0	2	1	1	0	0	0	4
DOMESTIC	0	9	6	6	2	4	10	7	11	11	22	17	17	122
DOOR UNLOCKING	0	0	1	1	6	5	16	12	12	15	9	2	4	83
DRUG INVESTIGATION	0	1	1	0	2	10	6	12	15	6	6	5	3	67
DWI / IMPRD / DRUGS	0	0	2	0	1	0	0	0	0	0	0	1	4	8
EMOTIONALLY DISTRBD PERSN	0	3	4	3	0	6	5	8	5	12	10	5	13	74
ENDANGERING WELFARE	0	0	0	0	0	0	0	0	0	1	0	0	0	1
FINGERPRINTING	0	0	0	0	2	16	26	24	11	5	3	2	0	89

FIRE	0	0	1	0	0	0	1	0	0	0	0	1	1	4
FOOT PATROL	0	51	42	16	0	17	30	11	25	12	3	29	53	289
FRAUD	0	0	0	0	0	1	1	3	1	1	1	1	0	9
HARASSMENT	0	2	2	0	2	4	8	11	10	10	9	11	7	76
INSECURE PROPERTY	0	13	12	1	0	3	8	3	9	2	2	5	7	65
JUVENILE	0	1	1	0	1	5	5	6	6	3	2	1	3	34
LARCENY	0	4	0	0	3	6	21	19	16	12	10	4	3	98
LOST AND FOUND	0	3	6	2	4	12	7	11	14	13	5	1	2	80
M/V ACCIDENT	0	1	2	0	7	15	23	39	51	30	17	7	5	197
M/V OFFENSE	0	2	1	0	0	1	2	2	1	3	4	5	7	28
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIHUANA INVST	0	0	0	0	0	1	0	0	0	1	0	1	0	3
MEDIATION-NO OFFENSE	0	0	1	0	1	0	5	2	1	0	1	0	0	11
MISC CALLS	0	7	11	3	3	15	14	25	20	19	23	20	15	175
MISC OFFENSES	0	3	0	0	0	6	6	2	5	6	2	2	1	33
MISSING PERSON	0	0	0	0	3	1	1	1	0	1	1	0	0	8
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	0	0	0	0	3	3	7	2	2	7	2	1	27
NOISE VIOLATION	0	36	14	3	4	5	9	9	15	18	13	27	33	186
OPEN CONTAINER	0	0	0	0	0	0	0	0	0	0	0	0	1	1
OUTSIDE AGENCY ASSIST	0	1	1	0	0	3	1	2	4	2	3	0	3	20
PARKING VIOLATIONS	0	7	1	1	1	2	5	11	9	2	3	2	0	44
PAROLE NOTIFICATION	0	0	0	0	0	9	10	13	4	0	0	0	0	36
PRISONER TRANSPORT	0	0	1	0	3	25	3	5	4	5	5	2	0	53
PROPERTY RETRIEVAL	0	0	0	0	0	0	4	3	7	6	2	8	1	31
REPOSSESION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
SAFE SCRIPTS PROGRAM	0	0	0	0	0	5	7	2	8	0	0	0	0	22
SERVICES	0	4	3	3	3	22	8	15	12	8	2	6	4	90
SEX CRIMES	0	0	0	0	0	2	5	6	4	4	4	1	1	27
SEX OFFNDR REGISTRATION	0	0	0	0	0	26	18	5	9	2	1	0	0	61
SICK LEAVE	0	1	7	12	8	3	9	10	28	14	5	3	7	107
SUSPICIOUS ACTIVITY RPT	0	6	12	4	3	3	9	6	6	4	5	12	10	80
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	1	1	4	0	7

TRAFFIC STOP	0	49	31	7	0	8	26	14	20	19	27	102	107	410
TRESPASSING	0	3	8	1	3	1	7	5	7	4	7	1	9	56
WARRANT	0	3	1	1	0	2	1	3	3	5	1	4	0	24
WELFARE CHECK	0	15	4	1	3	13	31	29	21	21	24	26	14	202
Totals:	0	297	226	94	116	361	451	416	437	328	300	364	369	3759

April 20, 2020

Julie Baughn

Manager/Vice-President

Plattsburgh Farmers and Crafters Market

Dear Mayor Read and Members of the Common Council,

I would like to take this time to ask permission to use the Durkee Street pavilion to operate our 2020 season. In consideration of the COVID-19 pandemic, we would like the season to start May 30 and extend to October 10. Additional safety measures will be instituted in response to the pandemic.

The following are the safety measures required by Governor Cuomo, the NYS Department of Agriculture, and the NYS Market Federation, in addition to some I will be implementing.

There will be no entertainment of any kind during the 2020 season, nor will there be food sampling of any during the 2020 season.

Only those vendors selling what are deemed "essential" products, as per NYS recommendation, will participate (no crafters until all bans are lifted, except those making soap and hand sanitizers and face masks).

All vendors will be spaced out, with six (6) feet in between their booths with walking aisles at least twelve (12) feet wide. There will be no vendors operating their booths inside the building. Everyone will be outside in the pavilion and in tents in the parking lot in a cohesive and organized pattern.

All vendors and customers will practice social distancing (which includes six feet in between vendor and customer) all booths will be set up according to the safety guidelines and will be consistently the same to make it more convenient for customers and provide a smother flow.

There will have four (4) handwashing stations set up throughout the market, they will be set up as per the information and diagram sent to me by the NYS Department of Agriculture. Posted at the stations will be instructions on the proper techniques of hand washing.

Because hand sanitizer is so hard to obtain, I will supply all participating vendors with an 8 oz. bottle of hand sanitizer to start off with if they do not have any of their own. They will be required to wear face masks and sanitize and wipe their booths down throughout the day. Plastic or vinyl table coverings will be used for easier cleaning and sanitizing.

I will be implementing a "one way" flow of traffic much like the major retail stores, entering the market on one side and exiting on the other, I will also have a maximum occupancy number that will be allowed in at any one time. I have people who will be policing these procedures with me to ensure they are enforced. While waiting to enter the market, customers will wait in an orderly fashion and line up according to the spaces I will have marked out on the ground. If there are a lot of people waiting to get in, I am asking them to wait in their cars until a space opens in line.

All products will be prepackaged as much as possible. When this is not possible, the customer will be encouraged to NOT handle the products themselves. The vendor will assist them while wearing fresh gloves after every customer.

All policies and procedures will be posted at the entrance and throughout the market.

Thank you,

Julie Baughn

Manager/Vice President

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made this ___ day of _____, 2020 by and between The City of Plattsburgh, a municipal corporation with offices at 41 City Hall Place, Plattsburgh, New York (hereinafter "City" or "Licensor") and the Plattsburgh Farmers' and Crafters' Market whose address is 27 Addoms Street, Plattsburgh, New York (hereinafter "Licensee").

In consideration for the mutual exchange of promises set forth herein, the City Grants a license to the Licensee to use the herein-described premises on the following terms and conditions:

PART 1. **Licensed Premises**

City grants Licensee the right to occupy and use the premises known as the Plattsburgh Farmers' Market building adjacent to the Durkee Street Municipal Parking Lot located at 22 Durkee Street (the "Premises") for the purpose of conducting a farmers' market, subject to Licensee's Rules and Regulations.

Licensee's Rules and Regulations must include reasonable precautions necessary to protect members of the public against transmission of the COVID-19 virus while on the Premises. Such precautions shall be in accordance with advisories issued by federal, state, and local officials. Licensee's Rules and Regulations are annexed to this Agreement as Exhibit A.

PART 2. **License and Term**

Commencing on May 30, 2020 and terminating on October 10, 2020 (the "Term"), this Agreement shall permit the Licensee to use the entire Premises on Wednesdays and Saturdays and the enclosed portion of the Premises seven days a week to conduct a farmers' market (the "License"). Upon expiration of the Term, Licensee shall return the Premises to the City in as good a condition as when received, normal wear and tear excepted. This covenant includes the duty to repair or replace grass, trees, and shrubs damaged by use of the Premises.

The City is currently pursuing a public-private partnership with Prime Plattsburgh, LLC ("Prime") to construct a mixed-use development on the Durkee Street Municipal Parking Lot (the "DSMPL") and has entered into a Development Agreement to that effect. The Development Agreement requires the City to

convey to Prime both the Premises and a portion of the DSMPL once all final unappealable permits and approvals for the mixed-use development have been granted. Should the conveyance of the Premises to Prime occur during the Term, this Agreement shall terminate immediately upon the date of that conveyance and Licensee shall no longer be permitted access to or use of the Premises. In that event, the City shall make reasonable efforts to provide Licensee with an alternative site to continue its operations until the expiration of the Term.

PART 3. **Dates Reserved for City Use**

The City of Plattsburgh, or its assigns, reserves the Premises for use on all days except those specified in Part 2 of this Agreement above.

PART 4. **Payment of License Fee**

Licensee agrees to pay the City the sum of $375.00 for the use of the Premises during the Term payable in two payments of $187.50 due June 1st and August 1, ~~2019~~ 2020 (the "License Fee").

PART 5. **Security for Payment of License Fee**

No security is required for payment of the License Fee.

PART 6. **Insurance Requirements/Hold Harmless**

Licensee shall obtain insurance for the term of this license in accordance with the insurance requirements set forth in Exhibit B of this Agreement. All insurance certificates shall name the City as an additional insured and provide for thirty (30) days' notice of cancellation to the City.

Licensee shall indemnify and hold harmless the City or its representatives from and against all losses and all claims, demands, suites, actions, payments, and judgements arising from bodily injury, personal injury, property damage or otherwise brought or recovered against the City or its representatives by reason of any act or omission by Licensee, its agents, servants or employees, in the exercise of the License, including any and all expense, legal or otherwise, incurred by the City or its representatives in the defense of any claim or suit. The City shall

not be responsible for any property left of stored on the Premises by the Licensee or its agents.

PART 7. **Licensee Improvements to Licensed Premises**

Licensee shall not make any improvements to the Premises without the City's written consent. All temporary shelters, stands, and equipment shall be capable of being removed at the close of each day's business.

PART 8. **Utilities**

The Premises shall be serviced by electric, water and sewage provided by the City. Licensee may not install heat/air-generating devices without written permission from the City.

PART 9. **Maintenance of Premises**

Licensee shall keep the Premises clean and free of all trash. Refuse receptacles provided by the City are to be used for this purpose.

PART 10. **Use of Sound Making Devices**

Licensee shall not use sound amplifying devices of any kind without written permission from the City.

PART 11. **Default/Damages**

In the event of a material breach of this Agreement by either party, either party shall have the right to terminate this Agreement on seventy-two (72) hours' notice to the other party. Notice may be given in writing by first class mail addressed to the other party at the address listed above. The breaching party shall have seventy-two (72) hours to cure the default. A breach of any material term of this Agreement shall constitute an event of default, including but not limited to, Licensee's failure to pay the License Fee when due.

In the event of default and termination of this Agreement, the Licensee shall remain liable for the License Fee for the Term. The City shall be under no obligation to re-let or re-license the Premises for the remainder of the Term.

If the City initiates any legal action or proceeding to regain possession of the Premises or collect any amount due the City, in addition to any sums due to the City, Licensee shall be liable for the payment of the City's reasonable attorney's fees.

PART 12. **Miscellaneous**

A. The City reserves the right to eject from the Premises any person or persons who engage in vulgar, obscene, dangerous, or violent conduct.

B. Licensee shall conform its operations to all ordinances, statutes, and executive orders of the City of Plattsburgh, the County of Clinton, the State of New York, and the government of the United States.

C. Should a court of competent jurisdiction deem any clause, provision, or covenant of this Agreement to be invalid, that finding shall not invalidate the remainder of this Agreement which shall remain valid in all respects as fully as the law permits.

D. No provision of this Agreement shall be waived or altered except by written agreement signed by both City and Licensee.

E. This Agreement shall bind all officers, board members, agents, or assigns of the Licensee.

F. City shall retain the right to operate a market stall as a vendor on the Premises during the Term.

PART 13. **Operations**

Licensee shall operate under the name "Plattsburgh Farmers and Crafters Market" while using the Premises. Licensee shall be obligated to rent portions of the Premises to vendors chosen by Licensee. Licensee, vendors chosen to operate on the Premises by the Licensee, and Licensee's customers must adhere to the Licensee's Rules and Regulations annexed to this Agreement as Exhibit A. Licensee shall be solely responsible for all activities related to opening and closing the Premises on its days of operation during the Term.

PART 14. **Non-Exclusive License**

The License shall impose no obligation on the City to utilize the Premises as its exclusive venue for the commercial sale of goods and produce within the City of Plattsburgh. This is not an exclusive license.

PART 15. **Security Services**

Licensee will provide reasonable security services during its operating hours and at such other times as may be provided through written agreement with the City. Licensee will notify the City of any security issues of which Licensee becomes aware during the Term.

PART 16. **Smoking**

Licensee shall prohibit smoking on the Premises.

PART 17. **COVID-19 Provisions**

In response to the COVID-19 pandemic and associated guidance from federal, state, and local officials, Licensee shall implement the following policies:

A. Licensee's vendors and customers must employ social distancing measures and other prescribed guidance from federal, state, and local officials.
B. Licensee's vendors are prohibited from providing food samples to be consumed on-site. All products for sale will be prepackaged whenever possible. When products are not prepackaged, customers are strongly encouraged not to handle products themselves.
C. No live entertainment is permitted on the Premises.
D. Until such time as restrictions imposed by federal, state, and local officials in response to the COVID-19 pandemic allow, only those of Licensee's vendors selling what are deemed "essential" products by NYS will be permitted to operate on the Premises.
E. Licensee shall install handwashing stations throughout the Premises and encourage its vendors and customers to use hand sanitizer often when on the Premises.

F. Licensee's vendors are required to wear face masks and gloves at all times when operating on the Premises and must frequently wipe down their booths throughout each day of operation.
G. Foot traffic through the Premises will flow in one direction only and a reasonable limit on the maximum number of persons on the Premises at one time shall be enforced by Licensee.
H. While waiting in to enter the Premises, customers shall wait in line while observing social distancing. If a large crowd is present, Licensee shall encourage customers to wait in their cars until space becomes available.
I. A summary of the provisions contained above in PART 17 of this Agreement must be posted by Licensee conspicuously on the Premises.

PART 18. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and cannot be changed except in writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, this Agreement has been made as of the day and year first written above.

CITY OF PLATTSBURGH

Signature: _____

Name: _____

Title: _____

PLATTSBURGH FARMERS' AND CRAFTERS' MARKET

Signature: _____

Name: _____

Title: _____

EXHIBIT A

LICENSEE'S RULES AND REGULATIONS

PLATTSBURGH FARMERS AND CRAFTERS MARKET

RULES AND REGULATIONS

1) The market shall be known as Plattsburgh Farmers and Crafters Market, also known as PFCM.
2) The persons at the market agree to abide by the following rules and regulations.
3) The use of the market is restricted to growers, craft persons, producers of homemade products or other vendors as approved by the board of directors.
4) The days including the dates and times for the market will be established annually by the board of directors. The members will be notified of the days with dates and times as this information will be publicized. All information regarding the days will be duly recorded in the minutes of the meeting at which they are established.
5) The market will be open rain or shine on the dates agreed upon unless cancelled by the market manager for safety reasons. All members including their staff must help put up and take down signs, to be coordinated by the manager. We expect all PFCM members to be set up and ready to sell by opening of the market. If not, the market manager reserves the right to fill in any vacant space 30 minutes prior to the market opening, or unless the manager is notified at least 24 hours ahead. Vendors must stay until the closing time of the market unless they sell out or have notified the market manager prior to the day of the market.
6) Each vendor will be responsible for all equipment and supplies for the set up within their area (tables, scales, bags, signs, et.)
7) Daily and seasonal stall rental fees shall be established annually by the board of directors and recorded in the minutes of the meeting in which they were established. Such information shall also be provided annually on an information sheet for vendors, along with any other pertinent information relative to participation in the market. All vendors must be in the building, unless that space is unavailable. Outside vendors set up will depend on parking lot availability.
8) Each vendor requiring an electrical outlet for refrigeration or freezer may be charged $15 per outlet.
9) All members must pay a membership fee for a designated paid space
10) The board must approve all vendors who request to become members following the application process.
11) Selling spaces are 10ft long by 8ft deep and are assigned to vendors by the market manager who will try to maintain a compact market while allowing for a variety of products in adjacent spaces.
12) Non-seasonal vendors will be assigned to a space by the market manager as space permits. Groups, vendors, and organizations will be assigned to specific areas of the market depending on space available by the market.

13) Members may not sub lease or rent their designated areas.
14) No political or religious items or handouts will be permitted on market property.
15) All licenses, liability insurance, seals, permits, sales tax information and other identified requirements for the sale of any item shall be the responsibility of each individual vendor.
16) Each vendor is responsible for keeping their market space free from refuse during market hours. Empty containers and equipment shall be kept in an orderly manner and confined to the designated space allotted to each vendor. This is to be done in conjunction with requirements set forth by health authorities. It is the responsibility of each vendor to clean up their designated area after each market day comes to a close.
17) Each vendor is responsible for removing their own trash.
18) Each vendor agrees that at any time a minimum of 50% of the products they are presenting for sale are produced by the vendor. Any exceptions to this rule must have prior board of directors' approval. Product prices must be shown, and those products not produced by the vendor must be labeled as such with their origin.
19) Each vendor agrees to make their stand and products offered for sale as attractive as possible. Displays or products facing walkways shall be arranged so as not to endanger the safety of the customers-a reasonable height off the ground or stacked high enough to avoid tripping over them.
20) There will be no CSA pickups. All items need to be purchased on site.
21) All booths will be disassembled and placed against the wall at the end of the market season.
22) Advertising for the market will be the responsibility of the advertising committee and will advertise the market for the benefit of all the members, as finances permit, and with the approval of the board of directors.
23) The market will carry public liability insurance for the market area. The insurance is to include property damage, bodily injury, and product liability coverage to protect the members individually.
24) A written accident/incident report must be filled out and filed by the market manager by close of business.
25) The above rules and regulations are to be enforced by the board members and is the responsibility of each market member to educate all staff of the rules and regulations and the market manager may assist as needed.
26) The above rules and regulations are not to be a contradiction of the by-laws. If this should inadvertently happen, the by-laws will take precedence.
27) I have read and understand the above rules and regulations; my staff and I shall abide by them.

Signed: _____ Date: _____

Market Manager: _____ Date: _____

EXHIBIT B

INSURANCE REQUIREMENTS

CITY OF PLATTSBURGH
GUIDELINES FOR INSURANCE REQUIREMENTS
USE OF CITY FACILITIES

1. General Statement of Policy

- If you wish to use city property for an event, permission is required.
- Insurance is required unless expressly not required, or waived.
- Regardless of the activity or location, insurance is always required for:
    - Events held by profit making entities
    - Non-profit activities where an admission fee is charged
    - The use of a city street
    - Use of athletic facilities by organized teams or leagues
    - If alcoholic beverages are served during the event.
- **In most cases the applicable insurance requirement is General Liability Insurance for Premises-Operations Contractual BI/PD, $1 million CSL, $2 million aggregate. Policies must be in comprehensive form and the City of Plattsburgh must be named as an additional insured.**
- In some cases, other types of insurance may be required, such as Automobile Liability, Worker's Compensation, NYS Disability and Liquor Liability.
- If alcoholic beverages are served on City property, Liquor Liability insurance is required i.e. Premises-Operations BI/PD $1million CSL. The person selling or serving the beverages must have an off premises license from the NYS Liquor Authority and proof of worker's compensation and disability insurance for his employees.
- Where insurance is required, if the persons or group organizing and conducting the event does not have insurance, the event may be sponsored by another person or organization who provides insurance coverage for the specific event.
- Use fees may apply.
- Other charges or restrictions on the use of City property may apply.

The intent of these Guidelines is to provide information to the public and guidance to City officers and Employees on the use of City property.

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

DISCOVER
Plattsburgh

William J. Treacy, P.E.
Manager

217 Sharron Ave.
Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

April 27, 2020

To: Mayor Colin Read

From: Bill Treacy, Manager

Subject: Permission to Bid PMLD BID NO. 2020 - 5 - 1

Plattsburgh Municipal Lighting Department respectively requests permission from the Common Council to bid the following:

PMLD BID NO. 2020 - 5 - 1

NATURAL GAS 300 kW POWER GENERATOR

BID OPENING DATE: JUNE 9, 2020 AT 11: 00 AM

We propose that this bid be received under PMLD Bid No. 2020 - 5 - 1 at 11:00 a.m., local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,

Bill Treacy

Bill Treacy, P.E.
Manager

cc: Sylvia Parrotte, City Clerk
Councilor McFarlin, PMLD Liaison
Bid 2020-5-1 File

MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

DISCOVER
Plattsburgh

William J. Treacy, P.E.
Manager

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Plattsburgh, NY 12901
P: (518)-563-2200
F: (518)-563-2748
www.cityofplattsburgh-ny.gov

April 27, 2020

To: Mayor Colin Read

From: Bill Treacy, Manager

Subject: Permission to Bid PMLD BID NO. 2020 - 6 - 1

Plattsburgh Municipal Lighting Department respectively requests permission from the Common Council to bid the following:

PMLD BID NO. 2020 - 6 - 1

ARC – RATEDFLAME RESISTANT CLOTHING RENTAL PROGRAM

OPENING DATE: JULY 14, 2020 AT 11: 00 AM

We propose that this bid be received under PMLD Bid No. 2020 - 6 - 1 at 11:00 a.m., local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,

Bill Treacy

Bill Treacy, P.E.
Manager

cc: Sylvia Parrotte, City Clerk
Councilor McFarlin, PMLD Liaison
Bid 2020-6-1 File

DISCOVER
Plattsburgh

Municipal Lighting Department
(A Municipally Owned and Operated Power System)

William J. Treacy, P.E.-Manager

217 Sharron Ave
Plattsburgh, NY 12901
P: (518) 563-2200
F: (518) 563-2748
www.cityofplattsburgh-ny.gov

TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 4/8/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for January 2019. The amount of the write-off will be $2,041.75. The percentage of write-offs for this period is .08%. The cash receipt recovery for this period is $1,304.38.

Sales for this time period were $2,572,769.19

This write-off of unpaid bills represents 14 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 5 customers
$100.01 to $200.00 – 5 customers
$200.01 to $300.00 – 3 customers
$300.01 to $400.00 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

DISCOVER
Plattsburgh

Municipal Lighting Department
(A Municipally Owned and Operated Power System)

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TO: Mayor Colin Read

FROM: William J. Treacy, P.E.,Manager

RE: Unpaid Final Bill Account Write-off

DATE: 4/8/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for February 2019. The amount of the write-off will be $2,218.68. The percentage of write-offs for this period is .08%. The cash receipt recovery for this period is $1,234.95.

Sales for this time period were $2,873,270.42

This write-off of unpaid bills represents 13 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 6 customers
$100.01 to $200.00 – 4 customers
$200.01 to $300.00 – 1 customer
$400.01 to $700.00 – 2 customers

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off

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Plattsburgh

Municipal Lighting Department
(A Municipally Owned and Operated Power System)

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P: (518) 563-2200
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TO: Mayor Colin Read

FROM: William J. Treacy, P.E., Manager

RE: Unpaid Final Bill Account Write-off

DATE: 4/8/2020

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be for March 2019. The amount of the write-off will be **$6,381.84.** The percentage of write-offs for this period is .25%. The cash receipt recovery for this period is $1,034.19.

Sales for this time period were $2,562,737.27

This write-off of unpaid bills represents 20 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to $100.00 – 8 customers
$100.01 to $200.00 – 4 customers
$200.01 to $300.00 – 1 customer
$300.01 to $500.00 – 1 customer
$500.01 to $700.00-- 2 customers
$700.01 to $930.00— 4 customers

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Kelly Clookey, Finance Director
Final Bill Account Write-off