

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
APRIL 15, 2021
5:00 P.M.**

MINUTES

Present: Mayor Christopher Rosenquest, Councilors Jaime Canales (W1) Mike Kelly (W2), Elizabeth Gibbs (W3), Jennifer Tallon (W4), Patrick McFarlin (W5), Jeff Moore (W6)

Absent: None

1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on March 31, 2021 are approved and placed on file among the public records of the City Clerk's Office

By Councilor Gibbs; Seconded by Councilor Moore

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore

(All in Favor/opposed)

(All voted in the affirmative)

2. PUBLIC COMMENT ON ANY TOPIC:

Julie Baughn, Manager of Plattsburgh Farmers and Crafters Market thanked City and Council for giving the market the opportunity to become part of Harborside's "playground." It is going to be great to be part of that community that is going to evolve down there.

3. REPORTS OF CITY OFFICES & COUNCILOR/DEPARTMENT CHAIR/LIAISON COMMITTEE REPORTS:

City Operations – Chair Councilor McFarlin mentioned met Monday passed resolutions to Council agenda.

Finance and Community Development – Chair Mayor Rosenquest indicated met last Thursday, a number of resolutions have been passed to the Council along with the March Financial report which outlined the city's expense and revenue to date. We are on track at this time of year to come in at about 17% or 18% under budget of our payroll expense for the year. If we can maintain that track and do expect to maintain that, if not, do a little better

City Infrastructure – Chair Councilor Moore indicated not much to report, he and Councilor Tallon toured Public Works Department, very informative and thanked Mike Bessette and Andrew Durrin.

Public Safety – Chair Councilor Gibbs mentioned next meeting is Monday, has sent items to Mayor for agenda would like all council to attend.

Plattsburgh Public Library – Liaison Councilor McFarlin mentioned April 7th was Library Appreciation Day. Library received \$7,000 in donations. Library Board of Trustees recommends

Jacob Avery as a Board member for a vacant seat on Board of Trustees

MLD - MLD Board President Councilor Kelly mentioned next Board meeting is April 29th. All Councilors are members of the Board. Encourages all to attend.

Corporation Counsel – Dean Schneller indicated nothing to report and doesn't anticipate the need for an Executive Session.

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS:

5. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending April 14, 2021 in the amount of \$ 60,237.78 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 Gibbs Seconded by Councilor Moore
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All in Favor/opposed)
(All voted in the affirmative)

6. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending April 16, 2021 in the amount of \$ 479,570.46 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 Gibbs Seconded by Councilor Moore
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All in Favor/opposed)
(All voted in the affirmative)

7. OTHER ITEMS:

LOCAL LAWS:

7.43 ADOPTION OF LOCAL LAW P-1 OF 2021: A local law re-naming, amending and re-stating Chapter 254 "Peddling and Soliciting" of the City Code of the City of Plattsburgh. Once re-named, Chapter 254 will be entitled "Food Trucks".

This Local Law shall take effect immediately upon approval by the Mayor and filing with the New York Secretary of State. The entire text of which has been distributed to and read by the members of the Common Council, is hereby enacted without the reading thereof and a copy of said local law is made part of the minutes of this meeting.

By Councilor Canales; Seconded by Councilor Kelly
Discussion: Yes

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.44 ADOPTION OF LOCAL LAW P-2 OF 2021: A local law adding Part 4 “Public Safety Management Compensation” inclusive of Article XXX entitled “Police and Fire Management Compensation” to Chapter 52 “Emergency Services” to the City Code of the City of Plattsburgh.

This Local Law shall take effect immediately upon approval by the Mayor and filing with the New York Secretary of State. The entire text of which has been distributed to and read by the members of the Common Council, is hereby enacted without the reading thereof and a copy of said local law is made part of the minutes of this meeting.

By Councilor Moore; Seconded by Councilor Gibbs

Discussion: Yes

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.45 WHEREAS, the Town of Plattsburgh and the City of Plattsburgh have been in communication with each other in an effort to enhance cooperation and to resolve existing matters involving litigation and other issues; now therefore, be it

RESOLVED: In accordance with the request therefore, the Mayor is authorized to sign the “Plattsburgh Compact Between the City and the Town”, incorporated herein by reference, in a form approved by Corporation Counsel.

By Councilor Gibbs; Seconded by Councilor Canales

Discussion: None

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.46 WHEREAS, the Town of Plattsburgh and the City of Plattsburgh have been in communication with each other in an effort to enhance cooperation and to resolve existing matters involving litigation and other issues; now therefore, be it

RESOLVED: In accordance with the request therefore, the Mayor is authorized to sign the “Settlement Agreement Between the City and the Town”, and where applicable, Corporation Counsel and/or Special Counsel to the City are authorized to sign the exhibits attached thereto, and incorporated herein by reference, in a form approved by Corporation Counsel.

Motion to waive reading and move Resolutions 7.46 – 7.49

By Councilor McFarlin; Seconded by Councilor Gibbs

(All voted in favor of waiving reading and move Resolutions 7.46 – 7.49)

Discussion: None
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.47 WHEREAS, the Town of Plattsburgh and the City of Plattsburgh have been in communication with each other in an effort to enhance cooperation and to resolve existing matters involving litigation and other issues; now therefore, be it

RESOLVED: In accordance with the request therefore, the Mayor is authorized to sign the “Memorandum of Agreement Between the City and the Town regarding Planning and Community Development”, incorporated herein by reference, in a form approved by Corporation Counsel.

[See details under Item 7.46]

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.48 WHEREAS, the Town of Plattsburgh and the City of Plattsburgh have been in communication with each other in an effort to enhance cooperation and to resolve existing matters involving litigation and other issues; now therefore, be it

RESOLVED: In accordance with the request therefore, the Mayor is authorized to sign the “Memorandum of Agreement Between the City and the Town regarding Infrastructure”, incorporated herein by reference, in a form approved by Corporation Counsel.

[See details under Item 7.46]

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.49 WHEREAS, the Town of Plattsburgh and the City of Plattsburgh have been in communication with each other in an effort to enhance cooperation and to resolve existing matters involving litigation and other issues; now therefore, be it

RESOLVED: In accordance with the request therefore, the Mayor is authorized to sign the “Memorandum of Agreement Between the City and the Town regarding the Plattsburgh Organics Recycling Plant”, incorporated herein by reference, in a form approved by Corporation Counsel.

[See details under Item 7.46]

Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore

(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

The Infrastructure Committee requested Resolutions #7.50-7.63 be placed on the agenda.

7.50 Authorizing revising Capital project H5110.77 – street resurfacing

By Councilor Canales; Seconded by Councilor Gibbs
Discussion: None
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.51 Authorizing award of the Design phase of Beekman Street Reconstruction

By Councilor Gibbs; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.52 Authorizing award of the Design phase of Maryland Road Water Line Reconstruction

By Councilor Gibbs; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.53 Authorizing award of the Design phase of New York Road Water Line Reconstruction

By Councilor Canales; Seconded by Councilor Gibbs
Discussion: None
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.54 Authorizing award of the Design phase of South Peru Street Water Line Reconstruction

By Councilor Gibbs; Seconded by Councilor Moore
Discussion: None
Roll call: Councilors Canales, Kelly, Gibbs, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted

Follow up Action: None

7.55 Authorizing award of the Design phase of The City of Plattsburgh Annual Sidewalk Improvements Program

By Councilor Gibbs; Seconded by Councilor Moore
(Note: Councilor Gibbs excused herself from meeting at 5:45pm)

Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.56 Authorizing award of the Construction phase of the Cogan Avenue Reconstruction Project

By Councilor Moore; Seconded by Councilor Canales
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(Councilor Canales, Kelly, Tallon and Moore voted in the affirmative. Councilor McFarlin voted in the negative)
ACTION TAKEN: Adopted
Follow up Action: None

7.57 Authorizing award of the Construction Management phase of Cogan Avenue Reconstruction Project

By Councilor Moore; Seconded by Councilor Canales
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(Councilor Canales, Kelly, Tallon and Moore voted in the affirmative. Councilor McFarlin voted in the negative)
ACTION TAKEN: Adopted
Follow up Action: None

7.58 Authorizing award of the NYSDEC Storm Water Pollution Prevention Plan (SWPPP) Inspection and Material Testing phase of Cogan Avenue Reconstruction Project

By Councilor Moore; Seconded by Councilor Canales
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.59 Authorizing amendment to Capital project H8320.79 – “Water System Improvements

By Councilor Moore; Seconded by Councilor Canales
Discussion: None

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.60 Authorizing agreement - WRRF Disinfection and Odor Control Upgrades

By Councilor Moore; Seconded by Councilor Canales

Discussion: None

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.61 Authorizing agreement with Lake Champlain Basin Program Illicit Discharge and Elimination (IDDE) Study Phase 2

By Councilor Moore; Seconded by Councilor Canales

Discussion: Yes

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.62 Authorizing award for chemicals for WRRF

By Councilor Canales; Seconded by Councilor Moore

Discussion: None

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.63 Authorizing award for Activated Carbon for Water Filtration Plant

By Councilor Moore; Seconded by Councilor Canales

Discussion: Yes

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

The Finance and Community Development Committee requested Resolutions #7.64-7.73 be placed on the agenda.

7.64 Authorizing Budget Transfer - General Fund Fire Department Paramedic Training Program Expenses

By Councilor Canales; Seconded by Councilor McFarlin

Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.65 Authorizing Budget Transfer – General Fund Police Motor Vehicle Repairs

By Councilor Canales; Seconded by Councilor McFarlin
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.66 Authorizing Budget Transfer – Major Funds Budget Adjustments for Telephone Cost Reallocation

By Councilor Moore; Seconded by Councilor Canales
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.67 Authorizing revising Capital project H8320.79 – 2019 Water System Improvements

By Councilor Moore; Seconded by Councilor Canales
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.68 Authorizing the Chamberlain to transfer for Rec Complex Fund Beach Materials & Supplies and Contract Services

By Councilor Moore; Seconded by Councilor McFarlin
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.69 Authorizing Budget adjustment to the Rec Complex fund budget for building demolition

By Councilor Canales; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.70 Authorizing Budget adjustment to the Rec Complex fund budget for Beach implementation plan

By Councilor Moore; Seconded by Councilor Canales
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(Councilors Canales, Kelly, Tallon and Moore voted in the affirmative. Councilor McFarlin voted in the negative)
ACTION TAKEN: Adopted
Follow up Action: None

7.71 Authorizing of service agreement to create implementation plan for Beach Complex improvements

By Councilor Canales; Seconded by Councilor Moore
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(Councilors Canales, Kelly, Tallon and Moore voted in the affirmative. Councilor McFarlin voted in the negative)
ACTION TAKEN: Adopted
Follow up Action: None

7.72 Approval of license agreement for Plattsburgh Farmers' and Crafters' market

By Councilor McFarlin; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.73 Approval of Mohawk Sculpture and Interpretive Panel at Harborside

By Councilor Canales; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

The City Operations Committee requested Resolutions #7.74-7.77 be placed on the agenda.

7.74 Appointment of Jacob Avery to Plattsburgh Public Library Board of Trustees

By Councilor Kelly; Seconded by Councilor Canales

Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.75 Appointment of Monticia Prather to Board of Ethics

By Councilor Canales; Seconded by Councilor McFarlin
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.76 Approval of Fee Structure for Venue rentals

By Councilor Canales; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(Councilors Canales, Kelly and Moore voted in the affirmative. Councilor Tallon abstained. Councilor McFarlin voted in the negative. Mayor Rosenquest broke the tie in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.77 Approval of Fee Structure for Food trucks/Carts vendors

By Councilor Canales; Seconded by Councilor Moore
Discussion: Yes
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

The Finance and Community Development Committee was polled on Resolution #7.78-7.79 on April 12, 2021

7.78 Awarding of Consulting Contract for Harborside Master Plan

By Councilor Canales; Seconded by Councilor Moore
Discussion: None
Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

7.79 Awarding of contract for Real Estate Brokerage Services

By Councilor Moore; Seconded by Councilor Canales

Discussion: None

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

7.80 Approval of Change Order #3 for the Saranac River Trail Phase 2.

By Councilor Canales; Seconded by Councilor Moore

Discussion: Yes

Roll call: Councilors Canales, Kelly, Tallon, McFarlin, Moore

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

8. EXECUTIVE SESSION: (if applicable, on motion) None

9. NEW BUSINESS:

Councilor McFarlin hates city email and need a new email system. Thanked City Clerk Parrotte and Public Works Superintendent Mike Bessette for helping a constituent locate a bench.

10. ADJOURNMENT:

Motion to Adjourn by Councilor McFarlin; Seconded by Councilor Canales

Roll call: Councilors Canales, Kelly, Gibbs (*left meeting at 5:45pm*), Tallon, McFarlin, Moore

(All voted in the affirmative)

MEETING ADJOURNED: 6:15 pm

7.43 ADOPTION OF LOCAL LAW P-1 OF 2021: A local law re-naming, amending and re-stating Chapter 254 “Peddling and Soliciting” of the City Code of the City of Plattsburgh. Once re-named, Chapter 254 will be entitled “Food Trucks”.

Be it enacted by the Common Council of the City of Plattsburgh as follows:

1. Chapter 254 “Peddling and Soliciting” of the City Code of the City of Plattsburgh is hereby re-named “Food Trucks” and is further amended and restated in its entirety to read as follows:

CHAPTER 254 FOOD TRUCKS

§ 254-1. Purpose:

The purpose of this chapter is to regulate Food Trucks within the City of Plattsburgh in a manner that protects the public health, safety and welfare. This chapter describes the permitting procedures for Food Trucks and is intended to operate in conjunction with the regulations of Chapter 360 entitled “Zoning”

§ 254-2. Definitions:

The following terms shall, for the purposed of this chapter, have the meanings herein indicated:

FOOD TRUCK:

A mobile food service operation located in a licensed motorized vehicle or a movable trailer and from which food and beverage (pre-packaged or prepared and served from the vehicle or stand) are sold or distributed in individual portions to the general public directly from the food truck for consumption on or off of the premises.

FOOD TRUCK OPERATOR:

The registered owner of a food truck or food cart or the owner’s agent or employee.

FOOD CART

A mobile food service cart or stand, which is only mobile when moved by human power, from which food and beverage (pre-packaged or prepared and served from the vehicle or stand) are sold or distributed in individual portions to the general public directly from the food cart for consumption.

§ 254-3. Permit Required.

A. It shall be unlawful for any person or entity to operate a Food Truck or Food Cart within the City without having obtained a permit for such purpose in accordance with the provisions of this chapter.

B. Any person or entity desiring to operate a Food Truck or Food Cart shall make a written application for a Food Truck permit to the City Clerk. The application for a permit shall be made on forms provided by the City and shall include the information required by this chapter and the following:

(1) Name, signature, telephone number, home address and business address of the Food Truck Operator and the registered owner of the Food Truck or Food Cart.

(2) A description and photograph of the Food Truck or Food Cart, including the license plate, registration number, VIN number, year, make, length, and model of the vehicle.

(3) A copy of the valid Clinton County Health Department permit for a mobile food service operation. If applicable, a copy of a license from the New York State Liquor Authority.

(4) A valid Certificate of Authority for a mobile food service operation.

(5) Valid proof of insurance, which must be kept continuously in force during the term of the license. At the time of application, applicants shall provide proof of insurance that extends for the entire license period and must meet the liability guidelines set by the City. The policy shall provide that it may not be canceled except upon 10 days' written notice served upon the City. The insurance must name the City of Plattsburgh as an additional insured party.

(6) If an individual or Food Truck Operator has a secondary Food Truck or Food Cart, each individual Food Truck or Food Cart must obtain a Food Truck permit.

§ 254-4. General Regulations For Food Trucks and Food Carts:

A. Food Trucks and Food Carts are permitted to operate in B-1, B-2, C, I, OL-P, OL-W, RC-1, RC-2 and RC-3 zoning districts as well as at Wilcox Dock.

B. Food Trucks and Food Carts shall not operate within any other zoning district, including the Single-Family Residential (R-1), Residential Historical (R-H) and Multiple-Family Residential (R-2) Zoning Districts unless permitted by the City Common Council.

C. A copy of all valid permits must be conspicuously displayed on the Food Truck or Food Cart at all times.

D. All Food Trucks must abide by all parking and vehicle and traffic laws, ordinances, rules and regulations at all times, including by not limited to any durational requirements in force and effect at that time and location. Food Trucks shall not park on sidewalks, driveways or walkways and may only park where motor vehicles may operate.

E. Food Carts may operate on sidewalks or walkways but must ensure that pedestrian access is not impeded. When located on a sidewalk or walkway, Food Carts must ensure that pedestrians have at least a 60" unobstructed path on the sidewalk or walkway.

F. No Food Truck or Food Cart shall operate in a location that has the effect of obstructing access to or egress from any structure or the free flow of vehicular and pedestrian traffic.

G. No Food Truck Operator shall chain, connect or otherwise attach any signs, goods, merchandise, chairs, stools or food cart or other equipment to any tree, parking meter, hydrant, sign or post, light pole, telephone pole or other street appurtenance or leave any such items unattended on a public street, sidewalk or place.

H. All Food Trucks and Food Carts must be equipped with trash receptacles of a sufficient capacity and shall be changed as necessary to prevent overflow or the creation of litter or debris.

I. No alcohol may be sold or dispensed from Food Trucks or Food Carts without a license from the New York State Liquor Authority for the specific location of the sale or dispensation. Any Food Truck Operator selling or dispensing alcohol from a Food Truck or Food Cart must provide a copy of the permit from the New York State Liquor Authority to the City Clerk and also must conspicuously display said permit on the Food Truck or Food Cart.

J. Food Trucks and Food Carts shall be located a minimum of 100 feet from the main entrance to any eating establishment, and any other permitted food service business, during their posted hours of operation.

K. Hours of operation of Food Trucks and Food Carts shall be limited to the hours of 7:00 a.m. and 9:00 p.m. Sunday through Thursday and 7:00 a.m. to midnight on official holidays and Friday and Saturday. There shall be no overnight parking of Food Trucks at any permitted location.

L. The Food Truck Operator or their designee must be present at all times during the hours of operation.

M. The Food Truck Operator is responsible for the proper disposal of waste and trash associated with their operation. Operators shall remove all waste and trash from their site location at the end of each day or as needed to maintain the health and safety of the public. The operator shall keep all areas within five feet of the truck or cart clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste of grease is to be disposed in or on storm drains, tree lawns, sidewalks, streets, or other public space.

N. Tents are prohibited. Awnings are only permitted if they are attached to the Food Truck or Food Cart and do not interfere with pedestrian or vehicular traffic.

O. A Food Truck Operator may obtain an Annual, Seasonal or Monthly Permit. Annual Permits shall be issued on a calendar year running from January 1 to December 31. Annual Permit fees shall not be prorated. Seasonal Permits shall be issued for any consecutive six-month period, but shall expire automatically at the end of every calendar year. Monthly Permits commence on the first day of any month and expire at the end of

every calendar month. Any permit shall not be transferable from person to person. Any permit is valid only for the Food Truck or Food Cart for which it was issued.

P. The Food Truck Operator shall comply with all notices, orders, decisions and rules and regulations made by the City Building Inspector, the Clinton County Health Department, the City of Plattsburgh Police Department, or any other City department and/or agency.

Q. Food Trucks shall be licensed as a motor vehicle and able to be operated on the public streets of New York State.

R. Signage. All Food Trucks and Food Carts shall be permitted a single freestanding sign not greater than eight square feet in size, in addition to the following:

- (1) There shall be no limit on the size or number of signs painted on the truck or cart.
- (2) Signs affixed to truck or cart shall not be mounted perpendicular to the truck or cart, and shall not protrude beyond the edges of the truck or cart.
- (3) Any signage, including the single freestanding sign, may not be located or positioned so as to impede, block or impair pedestrian walkways or handicapped accessibility.

§ 254-5. Permit Fees

All Food Truck Operators shall pay a Food Truck permit fee in an amount set from time to time by the City Common Council. These include Annual, Seasonal or Monthly Permits.

§254-6. Exceptions.

A. Nothing in this chapter shall be held to apply to any sales conducted pursuant to statute or by order of any court; to farmers and truck gardeners, who themselves or through their employees vend, sell or dispose of products of their own farms and gardens; or to berry pickers who sell berries of their own picking.

B. The Common Council may also grant exemptions from this Chapter for City-sponsored special events or other occasions.

§ 254-7. Administration and Enforcement.

A. Any Food Truck Operator who violates any provision of this chapter shall be guilty of an offense and upon conviction thereof shall be subject to a fine of not less than \$250 nor more than \$500 for each violation, or by imprisonment not exceeding 15 days, or both such fine and imprisonment.

B. Conviction of two violations of any provision of this chapter shall result in the immediate revocation of the Food Truck permit, which if occurs will not result in any refund for a Food Truck permit fee. If the Food Truck permit is revoked, the Food Truck Operator will not be allowed to apply for another Food Truck permit for any Food Truck or Food Cart until the following calendar year

C. The Food Truck Operator may be required to relocate their Food Truck or Food Cart, or any of their appurtenances, if the City Building Inspector, Police Office or other code enforcement officer determines that the Food Truck or Food Cart operations are causing

parking or traffic congestion, pedestrian impediments, or litter problems either on or off the property where the use is located or that such use is otherwise creating a danger to the public health or safety.

2. This Local Law shall take effect immediately upon approval by the Mayor and filing with the New York Secretary of State.

7.44 ADOPTION OF LOCAL LAW P-2 OF 2021: A local law adding Part 4 “Public Safety Management Compensation” inclusive of Article XXX entitled “Police and Fire Management Compensation” to Chapter 52 “Emergency Services” to the City Code of the City of Plattsburgh.

Be it enacted by the Common Council of the City of Plattsburgh as follows:

1. Part 4 “Public Safety Management Compensation” inclusive of Article XXX entitled “Police and Fire Management Compensation” will be added to Chapter 52 “Emergency Services” to the City Code of the City of Plattsburgh and will read as follows:

§ 52-286 Police Department Management Compensation

- a. The Chief, Captain(s) and Lieutenant(s) of the Police Department shall receive the salary and benefits provided under this Article.
 - i. The Chief, Captain(s) and Lieutenant(s) of the Police Department shall receive tuition payment benefits, health insurance, health insurance buyout, retirement health insurance, and retirement benefits in accordance with, and subject to the conditions set forth in, the provisions of the collective bargaining agreement negotiated by the City with the public employee organization representing Police Sergeants employed by the City.
 - ii. The Chief, Captain(s) and Lieutenant(s) of the Police Department shall receive and accrue vacation leave, sick leave, cash payment for unused sick leave, annual voluntary liquidation of sick leave, personal leave, holiday pay, clothing allowance, education incentives, travel reimbursement and bereavement leave in accordance with, and subject to the conditions set forth in, the provisions of the collective bargaining agreement negotiated by the City with the public employee organization representing Police Sergeants employed by the City.
 - iii. The Chief, Captain(s) and Lieutenant(s) of the Police Department, as exempt employees, shall not earn or accrue overtime or compensatory time.
 - iv. The base salary of Lieutenant(s) of the Police Department shall be at least \$7,000.00 higher than the base salary set forth in the collective bargaining agreement for a Police Sergeant with the same years of service with the City.

- v. The base salary of Captain(s) of the Police Department shall be at least \$10,000.00 higher than the base salary set forth in the collective bargaining agreement for a Police Sergeant with the same years of service with the City.
- vi. The base salary of the Chief of the Police Department shall be at least \$20,000.00 higher than the base salary set forth in the collective bargaining agreement for a Police Sergeant with the same years of service with the City.
- vii. The Chief, Captain(s) and Lieutenant(s) of the Police Department shall be subject to the City's drug and alcohol testing policy as set forth in the collective bargaining agreement negotiated by the City with the public employee organization representing Police Sergeants employed by the City.
- viii. The City shall shall assume the liability to the extent that it shall save harmless, the Chief, Captain(s) and Lieutenant(s) of the Police Department for any negligent act or tort, provided such officer, at the time of the negligent act or tort complained of, was acting in the performance of his duties and within the scope of his employment, on the same terms as set forth in the collective bargaining agreement negotiated by the City with the public employee organization representing Police Sergeants employed by the City.
- ix. The Chief, Captain(s) and Lieutenant(s) of the Police Department shall not receive any benefit, except those required by law, not expressly set forth in this Article. This Article supersedes all prior policies, resolutions, ordinances, and local laws addressing the salary and benefits provided to the Chief, Captain(s) and Lieutenant(s) of the Police Department.

§ 52-287 FIRE DEPARTMENT MANAGEMENT COMPENSATION

- b. The Chief, Assistant Chief(s) and Battalion Chief(s) of the Fire Department shall receive the salary and benefits provided under this Article.
 - i. The Chief, Assistant Chief(s) and Battalion Chief(s) of the Fire Department shall receive tuition reimbursement benefits, health insurance, retirement health insurance, and retirement benefits in accordance with,

and subject to the conditions set forth in, the provisions of the collective bargaining agreement negotiated by the City with the public employee organization representing Fire Captains employed by the City.

- ii. The Chief, Assistant Chief(s) and Battalion Chief(s) of the Fire Department shall receive and accrue vacation leave, payment for vacation, sick leave, cash payment for unused sick leave, personal leave, holiday pay, clothing allowance, education incentives and bereavement leave in accordance with, and subject to the conditions set forth in, the provisions of the collective bargaining agreement negotiated by the City with the public employee organization representing Fire Captains employed by the City.
- iii. The Chief, Assistant Chief(s) and Battalion Chief(s) of the Fire Department shall not earn or accrue overtime, compensatory time, lieu hours or Kelly Days.
- iv. The base salary of Battalion Chief(s) of the Fire Department shall be at least \$7,000.00 higher than the base salary set forth in the collective bargaining agreement for a Fire Captain with the same years of service with the City.
- v. The base salary of Assistant Chief(s) of the Fire Department shall be at least \$9,000.00 higher than the base salary set forth in the collective bargaining agreement for a Fire Captain with the same years of service with the City.
- vi. The base salary of the Chief of the Fire Department shall be at least \$30,000.00 higher than the base salary set forth in the collective bargaining agreement for a Fire Captain with the same years of service with the City.
- vii. The Chief, Assistant Chief(s) and Battalion Chief(s) of the Fire Department shall not receive any benefit, except those required by law, not expressly set forth in this Article. This Article supersedes all prior policies, resolutions, ordinances, and local laws addressing the salary and benefits provided to the Chief, Assistant Chief(s) and Battalion Chief(s) of the Fire Department.

2. This Local Law shall take effect immediately upon approval by the Mayor and filing with the New York Secretary of State.

The Plattsburgh Compact between the City and the Town

WHEREAS, the City of Plattsburgh Common Council, under the leadership of Mayor Rosenquest, and the Town of Plattsburgh Town Board, under the leadership of Supervisor Cashman, do hereby make a commitment to come together on this 16th day of April in the year 2021 with a reconciling spirit, to resolve the conflicts of past administrations that painfully bleed into the present day, and to focus on mutually beneficial solutions, shared goals, and regional successes that will establish a strong foundational bedrock that will last far into the future; and

WHEREAS, the respective councils of the City and Town hereby vow to proceed from this day forth with a commitment to **communication**: so we may speak for ourselves and hear each other; **collaboration**: so we may plan and work together on projects, especially those that create shared prosperity; and **compromise**: so we may resolve disputes by mutual allowance; and

WHEREAS, the respective councils acknowledge that the work we do, the relationships we build, and initiatives we create all build towards a legacy that will impact not only the current but also future generations of residents that call Plattsburgh home, and

WHEREAS, both municipalities value and wish to act upon the proven benefits of intentional community development, including Smart Growth, comprehensive land use, zoning, Complete Streets and any future planning methods that serve to embrace our natural resources, and enrich the lives of our residents and the shared economy of our communities; and

WHEREAS, both municipalities recognize the vast public safety responsibility and economic power of quality infrastructure, principally clean and safe water—one of our most precious resources—and waste-water treatment, an equally important and potentially valuable resource; and

WHEREAS, both municipalities host assets shared by local residents and enjoyed by visitors, and both municipalities own land of significant value, or would benefit from the acquisition of certain lands of value located within the boundary of the other for immediate cost savings and/or long term planning; and

WHEREAS, litigation between the municipalities should be a last resort and any on-going litigation strains the fabric of our community, wastes municipal resources and hurts relationships, negates the urgency of progress and diminishes community confidence with far greater cost than benefit to the residents of the City or Town.

NOW THEREFORE BE IT RESOLVED that the City of Plattsburgh and Town of Plattsburgh enter into this Plattsburgh Compact (“Compact”) to re-claim and re-establish our municipal partnership and uphold the virtues of communication, collaboration, and compromise. This Compact describes a specific framework so we can accomplish numerous goals, including: the resolution of all pending litigation between the municipalities; a binding path to resourcefully and efficiently adjust the boundaries of the City and the Town so that both municipalities mutually benefit; a joint planning initiative for areas where our communities intersect; and a joint infrastructure initiative, which includes the water and waste-water systems and the Plattsburgh Organics Recycling Plant; now

BE IT FURTHER RESOLVED that the City and Town agree to develop and execute a binding Settlement Agreement in which the City and Town will, in consideration of each component of the Settlement Agreement, mutually discontinue the “Falcon Seaboard Litigation” (Index No. 2018-0333), and mutually discontinue all litigation involving or related to the Reeve’s Lane Annexation Petition (AD3d Case No. 532792). As part of that Settlement Agreement, the City and Town will commit to commence and facilitate the legal process allowing the City to expeditiously adjust its boundaries to include the City-owned parcels located at 205 Reeves Lane (Tax Map No. 220.-4-32) and 217 Sharron Avenue (Tax Map No. 233.7-1-14), while providing payments established in the 5-year District Protection Program; and allowing the Town to commence and facilitate the legal process to expeditiously adjust its boundaries to include the County-owned parcel located at 17/27 LeMay Drive (Tax Map No. 233.6-1-2.1); now

BE IT FURTHER RESOLVED that the City and Town shall forthwith develop and enter into a Memorandum of Agreement to work toward the advancement of shared opportunities for comprehensive planning and zoning initiatives that lead to direct commercial corridor enhancements, including, but not limited to, (i) those on Cornelia Street, Rugar Street, Commodore Thomas MacDonough Highway, Route 9 South and South Peru Street; (ii) to establish procedures and processes that will foster compatible zoning and development at municipal boundaries, complete with outlined coordination between the City and Town where development projects are substantially contiguous to the municipal boundary and/or may result in impacts to traffic, utilities, community character, and development patterns within the adjacent community and (iii) establish a process for meaningful discussion and compromise in the event that future mutually beneficial boundary line adjustment opportunities arise; now

BE IT FURTHER RESOLVED that the City and Town shall forthwith develop and enter into a Memorandum of Agreement to explore opportunities related to enhancements to and resiliencies and efficiencies of each municipality’s individual infrastructure and that of shared infrastructure in the future which shall include water systems, waste water systems, and the Plattsburgh Organics Recycling Plant; now

BE IT FURTHER RESOLVED that the Common Council of the City of Plattsburgh and the Town Board of the Town of Plattsburgh do hereby come together on this 16th day of April in the year 2021 with mutual respect and appreciation for one another and with a renewed commitment to strive for generational and transformational change that creates harmony, prosperity and lasting impacts for the people and businesses of greater Plattsburgh; and finally,

BE IT FURTHER RESOLVED that the Common Council and the Town Board respectfully beseech future administrations to sustain this vision and to always reimagine what can be accomplished through communication, collaboration and compromise.

TOGETHER we sign this Compact in a spirit of partnership and public service, understanding that we serve the citizens of our respective communities and that our citizens deserve the best government possible.

IN WITNESS WHEREOF, the undersigned have executed this Compact on this 16th day of April, 2021.

CITY OF PLATTSBURGH

TOWN OF PLATTSBURGH

By: _____

By: _____

Name: Christopher Rosenquest

Name: Michael Cashman

Title: Mayor

Title: Town Supervisor

SETTLEMENT AGREEMENT

Between the CITY OF PLATTSBURGH, a political subdivision of the State of New York having its principal office at 41 City Hall Place, Plattsburgh, NY 12901 (“**City**”) and the TOWN OF PLATTSBURGH, a political subdivision of the State of New York having its principal office at 151 Banker Road, Plattsburgh, NY 12901 (“**Town**”) as of April 16, 2021 (“**Effective Date**”)

WITNESSETH:

WHEREAS, the City and Town have entered into that certain “Plattsburgh Compact Between the City and the Town” dated as of April 16, 2021 (the “**Plattsburgh Compact**”) whereby their respective legislative bodies have recognized the benefits of cooperation and their mutual desire to resolve outstanding grievances; and

WHEREAS, at times those grievances have resulted in litigation or threatened litigation between the City and Town; and

WHEREAS, a brief description of such litigation and potential litigation claims is beneficial; and

WHEREAS, in or around 1992, Saranac Power Partners, L.P. entered into a Payment in Lieu of Tax Agreement (PILOT) with the Clinton County Area Development Corp. and the County of Clinton Industrial Development Agency; and

WHEREAS, the City and Town entered into a separate agreement which provided that the Town would pay the City two-thirds of the monies it received pursuant to the PILOT agreement; and

WHEREAS, in 2018, the City commenced an action against the Town in Supreme Court, Clinton County, principally to enforce its interpretations of the provisions of such agreement, which action was filed under Index Number 255250 and is commonly referred to as the “**Falcon Seaboard Litigation**”; and

WHEREAS, the Town appeared in the Falcon Seaboard Litigation and raised affirmative defenses and interposed counterclaims against the City; and

WHEREAS, such litigation remains pending; and

WHEREAS, unrelated to the Falcon Seaboard Litigation, in 2019 the City began to pursue annexation of certain City-owned land located in the Town pursuant to New York State General Municipal Law Article 17 (the “**Reeves Lane Annexation**”); and

WHEREAS, the land at issue in the Reeves Lane Annexation consists of 224± acres identified by Clinton County tax map parcel numbers 220.-4-31.2 and 220.-4-32, which lands are located within the municipal boundaries of the Town but are adjoining the municipal boundaries of the City; and

WHEREAS, during the course of the municipal review process of the Reeves Lane Annexation, the Town commenced a combined declaratory judgment action and CPLR Article 78 proceeding in Supreme Court, Clinton County on or about September 1, 2020 (Index Number 2020-20563) seeking to enjoin the scheduled Reeves Lane Annexation public hearing and seeking a determination concerning public hearing requirements and limitations pursuant to COVID-19 executive orders (the “**Public Hearing Litigation**”); and

WHEREAS, following denial of the claims raised therein, the Town filed a Notice of Appeal dated October 21, 2020, bearing Supreme Court Appellate Division, Third Department docket number 532261 (“**Public Hearing Appeal**”); and

WHEREAS, the Town and City conducted a joint public hearing concerning the proposed annexation of Reeves Lane on September 24, 2020; and

WHEREAS, the Town raised a number of objections to the Reeves Lane Annexation and ultimately adopted a Determination and Order on December 17, 2020, concluding, among other things, that the Reeves Lane Annexation is not in the overall public interest; and

WHEREAS, the City adopted a Determination and Order on December 3, 2020, concluding that the Reeves Lane Annexation is in the overall public interest and the City thereafter commenced an original proceeding on or about January 18, 2021 in the Supreme Court Appellate Division, Third Department pursuant to General Municipal Law Article 17, seeking a judicial determination as to whether the Reeves Lane Annexation is in the overall public interest (“**Reeves Lane Annexation Litigation**”); and

WHEREAS, the Town made a motion to dismiss the Reeves Lane Annexation Litigation, alleging that the Reeves Lane Annexation petition was procedurally barred as a result of the City’s failure to timely commence a proceeding under CPLR Article 78 to challenge the Town’s objections to the form and content of the annexation petition; and

WHEREAS, in addition, the Town has indicated that it may commence a separate CPLR Article 78 proceeding to challenge the City’s adoption of a Negative Declaration pursuant to the State Environmental Quality Review Act (SEQRA) during its review of the Reeves Lane Annexation; and

WHEREAS, the Town and City previously entered into a separate agreement effective March 1, 2021 to toll the statute of limitations applicable to the Town’s potential SEQRA-related claims and to allow the parties the opportunity to pursue settlement (“**Tolling Agreement**”); and

WHEREAS, the City and Town wish to resolve the foregoing litigation matters through this Settlement Agreement and further wish to provide a means by which they may modify their shared municipal boundary line to effectuate their respective goals, all as set forth more fully herein.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. PURPOSE

This Settlement Agreement is entered into by and between the City and Town in an effort to forge a more positive relationship between these neighboring communities and to encourage and pursue a more cooperative and mutually beneficial resolution to outstanding controversies.

II. RECITALS

The foregoing recitals are made a part hereof and are incorporated into this Settlement Agreement.

III. BINDING AGREEMENT

This Settlement Agreement constitutes a binding Agreement between the Town and City and each party's respective obligations set forth herein constitute valuable consideration, the sufficiency of which is hereby acknowledged by the parties. Each party has been aided by legal counsel of its choosing to negotiate and draft the terms contained herein and each is entering into this Agreement of its own volition and accord and without duress.

IV. DISCONTINUANCE AND WAIVER OF REEVES LANE ANNEXATION-RELATED LITIGATION CLAIMS

In reliance upon the covenants and conditions contained herein, the City and Town agree as follows:

A. DISCONTINUANCE OF REEVES LANE ANNEXATION LITIGATION. The City agrees to discontinue the Reeves Lane Annexation Litigation and the Town and City will execute a Stipulation of Discontinuance substantially similar to the Stipulation attached to and incorporated into this Settlement Agreement at "**Exhibit 1**" ("**Stipulation of Discontinuance**"). Upon the filing with and acceptance of such Stipulation of Discontinuance by the Appellate Division, Third Department, the Town's motion to dismiss the Reeves Lane Annexation Litigation will be rendered moot. The Town and City shall execute the Stipulation of Discontinuance simultaneously with this Settlement Agreement and the City shall hold such Stipulation of Discontinuance in escrow until the Town and the City approve the annexation proceeding(s) set forth in Article V. The City shall seek any necessary adjournments or extensions of time from the Appellate Division, Third Department, between the execution of this Settlement Agreement and the filing of such Stipulation of Discontinuance. The Town will consent and join in any such requests. If the Appellate Division, Third Department denies such request for an adjournment or extension of time, the City shall immediately release the Stipulation of Discontinuance from Escrow and cause it to be filed with the Court. Notwithstanding the foregoing, if the Town adopts a Determination, Order or Resolution pursuant to General Municipal Law Article 17 finding that either of the annexations contemplated in Article V(A) below would not be in the overall public interest, the Stipulation of

Discontinuance shall be released from escrow and the City may opt not to file it. In addition, the City may immediately recommence an annexation proceeding regarding the lands described in Article V(A) pursuant to General Municipal Law §703.

B. Subject to the provisions set forth in this Article V(B), the Town agrees to waive all claims that it may otherwise raise to challenge the SEQRA Negative Declaration adopted by the City in relation to the Reeves Lane Annexation. Simultaneously with execution of this Settlement Agreement, the Town shall execute a waiver and release of SEQRA-related claims substantially similar to the Waiver and Release attached to and incorporated into this Settlement Agreement at "**Exhibit 2**" ("**SEQRA Waiver and Release**"). Provided, however, the Town shall hold such SEQRA Waiver and Release in escrow until the following conditions are satisfied:

i. Upon release of the Stipulation of Discontinuance attached at Exhibit 1 and the filing and acceptance of such Stipulation of Discontinuance with the Appellate Division, Third Department, the SEQRA Waiver and Release shall be released from escrow and immediately issued to the City. While the Waiver and Release is held in escrow pursuant to this Article V(B), the Town and City agree to further toll the statute of limitation applicable to the Town's SEQRA claims and to execute any additional tolling agreements that may be necessary to effectuate the terms of this provision.

ii. In the event that the Stipulation of Discontinuance set forth at Exhibit 1 is not filed with the Court, the SEQRA Waiver and Release need not be released from escrow. However, the Town and the City agree that any tolling agreement then in effect will be understood to require commencement of the contemplated SEQRA challenge no later than thirty days from the issuance of a Resolution, Order or Determination by the Town that either of the annexations contemplated in Article V(A) below would not be in the overall public interest.

iii. If the City adopts a Determination, Order or Resolution finding that annexation of the County Lands as described in Article V(B) is not in the overall public interest, the SEQRA Waiver and Release shall be rendered null and void and shall have no legal effect. Any tolling agreement then in place shall remain in effect and the contemplated SEQRA challenge may be commenced within the time permitted therein.

C. The Town agrees to waive and forever forego its Public Hearing Appeal. To effectuate this provision, the Town will submit a letter to the Supreme Court Appellate Division, Third Department affirmatively withdrawing its Notice of Appeal within 14 days of the parties' execution of this Settlement Agreement.

V. FURTHER ANNEXATION PROCEEDINGS

The City and Town are considering reconfiguration of their shared municipal boundaries whereby certain land now a part of the Town would become part of the City and lands now part of the City would become part of the Town.

A. ANNEXATION FROM THE TOWN TO THE CITY - The Town and City hereby agree to comply with the provisions of General Municipal Law §706(2) in reference to annexation of the following lands and all City Council authorizations necessary to pursue such annexations are hereby granted:

1. **"Second Reeves Lane Annexation"** – The City currently owns 224± acres of land identified by Clinton County tax map parcel numbers 220.-4-31.2 and 220.-4-32, which lands are currently located within the Town but are adjoining the Municipal Boundaries of the City ("**Reeves Lane Lands**"). The Reeves Lane Lands are the same lands at issue in the Reeves Land Annexation Litigation.
2. **"Sharron Avenue Annexation"** - The City currently owns 2.8± acres of land identified by Clinton County tax map parcel number 233.7-1-14, which lands are currently located within the Town but are adjoining the Municipal Boundaries of the City ("**Sharron Avenue Lands**").

B. ANNEXATION FROM THE CITY TO THE TOWN - Clinton County is the record owner of approximately 18.05± acres of land located along LeMay Drive in the City, which lands are more particularly identified by Clinton County tax map parcel number 233.6-1-2.1 ("**County Lands**"). In the event Clinton County submits an annexation petition to the City pursuant to General Municipal Law Article 17 seeking to annex the County Lands, the Town and City agree to conduct a joint Public Hearing at a mutually convenient time and day to be held at a mutually agreeable location. In addition, and provided that conducting such a Public Hearing remotely using a videoconferencing platform is lawful at the time the Public Hearing is conducted, the Town and City agree that neither will object to allowing remote participation during such Public Hearing.

C. In reference to the annexation proceedings set forth in Article V(A), the Town agrees to employ reasonable efforts to begin such proceedings within 30 days of execution of this Settlement Agreement. In reference to the annexation proceedings set forth in Article V(B), the City and Town agree to work together in order to avoid any unnecessary delays in the scheduling of the requisite joint Public Hearing and/or the making of any necessary determinations.

D. Upon (i) Town approval of the Second Reeves Lane Annexation and the Sharron Avenue Annexation, and (ii) City approval of Town annexation of the County Lands, the Reeves Lane Annexation Litigation Stipulation of Discontinuance (Exhibit 1), if not already released and filed, shall be released from escrow and the City shall immediately cause that Stipulation of Discontinuance to be filed with Supreme Court Appellate Division, Third Department and the SEQRA Waiver and

Release (Exhibit 2) shall be released from escrow and immediately provided to the City.

E. Each of the annexation proceedings contemplated herein constitutes a separate Action for SEQRA purposes and will be subject to its own separate SEQRA review prior to the adoption of any final determination concerning annexation. As the Town is the only SEQRA Involved Agency that will be reviewing annexation of the Sharron Avenue Lands pursuant to this Settlement Agreement, the City hereby waives any objection it may otherwise have to the Town conducting SEQRA review of such Action. The Town hereby waives any objection it may otherwise have to the City conducting SEQRA review in reference to annexation of the County Lands. This provision is not contingent upon the ultimate outcome of the respective annexation proceedings.

F. Nothing contained herein shall require either the Town Board or the City Council to make any particular finding in relation to SEQRA and/or any future annexation proceeding described in this Settlement Agreement. However, if the Town adopts a Determination, Order or Resolution pursuant to General Municipal Law Article 17 finding that either the Second Reeves Lane Annexation or the Sharron Avenue Annexation would not be in the overall public interest, the City may immediately recommence/commence an annexation proceeding regarding the Reeves Lane or Sharron Avenue Lands pursuant to General Municipal Law §703. Similarly, if the City adopts a Determination, Order or Resolution finding that annexation of the County Lands is not in the overall public interest, the Town may pursue any rights it has to commence a proceeding in the Supreme Court, Clinton County and/or Appellate Division, Third Department pursuant to the provisions of General Municipal Law Article 17.

VI. REEVES LANE TOWN DISTRICT PROTECTION PROGRAM

A. The City and Town acknowledge that annexation of the Reeves Lane Lands may have an unexpected initial impact upon Town taxpayers. In 2021, the City's total tax liability to the Town was \$10,754.07 and such sum would approximate future City tax liability if such lands were to remain within the Town. To mitigate any unintended effects upon Town taxpayers and to provide the Town sufficient time to prepare for the loss of such revenue, the Town and City hereby agree to create the Reeves Lane District Protection Program, effective upon Town approval of the Reeves Lane and Sharron Avenue annexations described in Article V.

B. Pursuant to the Reeves Lane Town District Protection Program, the City will continue to make payments to the Town for a period of five years, which shall be due and payable consistent with the Town's tax billing cycle, as if such payments constituted real property taxes. The districts include: Highway, Consolidated Ambulance District, Fire District #3, Consolidated Lighting General, Consolidated Sewer District Special/General/Gen Capital, and Consolidated Water District Special/General/Gen Capital. The first Town District Protection payment shall be

made in the year directly following the year in which annexation of the Reeves Lane land is accomplished and payments shall be made as follows:

Year 1	Year 2	Year 3	Year 4	Year 5
100%	100%	100%	50%	25%
\$10,754.07	\$10,754.07	\$10,754.07	\$5377.04	\$2688.52

C. The provisions in this Article VI shall not apply in the event that the Second Reeves Lane Annexation and/or the Sharron Avenue Annexation is/are not accomplished or if either is accomplished over the objections of the Town.

VII. FALCON SEABOARD LITIGATION DISCONTINUANCE

A. The City and Town hereby mutually agree to discontinue all claims and counter-claims raised in the Falcon Seaboard Litigation by executing the Stipulation of Discontinuance attached to and incorporated into this Settlement Agreement at **"Exhibit 3" ("Falcon Seaboard Stipulation")**.

B. The City shall hold this Falcon Seaboard Stipulation in escrow pending Town approval of the Reeves Lane and Sharron Avenue annexation proceedings at which time the City shall cause this Falcon Seaboard Stipulation to be filed with Supreme Court, Clinton County. If the Town adopts a Determination, Order or Resolution finding that either the Second Reeves Lane Annexation or Sharron Avenue annexations would not be in the overall public interest, the Falcon Seaboard Stipulation shall be released from escrow and the City may opt not to file it.

VIII. NO ADMISSIONS

This Settlement Agreement does not constitute nor shall it be construed to be an admission of liability by any party with respect to the asserted or potential legal claims referenced in this Settlement Agreement. Except as expressly set forth herein, no party is waiving any rights, claims or defenses it may otherwise have.

IX. CHOICE OF LAW AND VENUE

This Settlement Agreement shall be governed by the laws of the State of New York. In the event any proceeding between the Town and City is commenced which arises out of or in connection with this Settlement Agreement or its terms, such proceeding shall be venued in Supreme Court, Clinton County. The terms of this Settlement Agreement shall be afforded their plain and fair meaning without regard to which party caused the same to be drafted or revised.

X. NO THIRD PARTY BENEFICIARIES

This Settlement Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

XI. COUNTERPARTS

This Settlement Agreement may be signed in counterparts, using scanned, facsimile, or digital signatures, each of which together will constitute the agreement.

XII. ENTIRE AGREEMENT

The City and Town are in the process of resolving a number of outstanding issues and controversies, a portion of which are addressed herein. However, this Settlement Agreement contains the entire agreement between the parties at it pertains to the matters set forth herein and the terms of this Agreement are not contingent upon any occurrences not expressly set forth herein.

XIII. MODIFICATIONS IN WRITING

This Settlement Agreement shall not be modified unless the modification is in writing and signed by each party.

XIV. DULY AUTHORIZED REPRESENTATIVES

Each of the undersigned Officials certifies that he has been duly authorized by his respective Board to enter into this Settlement Agreement and to execute and bind such party to the terms, covenants, conditions, acknowledgments and assertions contained herein.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the Effective Date first set forth above.

TOWN OF PLATTSBURGH

CITY OF PLATTSBURGH

By: _____
Michael S. Cashman, Supervisor

By: _____
Christopher C. Rosenquest, Mayor

Approved as to form:

Approved as to form:

By: _____
James Coffey, Esq.
Town Attorney for the Town
of Plattsburgh

By: _____
Dean C. Schneller, Esq.
Corporation Counsel for the
City of Plattsburgh

EXHIBIT 1

To Settlement Agreement Between the City of Plattsburgh and the Town of Plattsburgh

STATE OF NEW YORK SUPREME COURT
APPELLATE DIVISION THIRD DEPARTMENT

In the Matter of a Special Proceeding

CITY OF PLATTSBURGH,

Petitioner,

-against-

STIPULATION OF
DISCONTINUANCE

TOWN OF PLATTSBURGH

Respondent.

Docket No.: 532792

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for the respective parties herein, that whereas no party is an infant, incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above captioned action be and the same is hereby discontinued with prejudice and without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

DATED:

Dean C. Schneller, Esq.
*Corporation Counsel for the
City of Plattsburgh*
Law Offices of Dean C. Schneller
98 Boynton Ave
Plattsburgh, NY 12901
(518) 647-8877
dean@schnellerlaw.com

Kyle D. Gooch, Esq.
Harris Beach PLLC
Attorneys for Town of Plattsburgh
99 Garnsey Rd.
Pittsford, NY 14534
(585) 419-8844
kgooch@harrisbeach.com

EXHIBIT 2

To Settlement Agreement Between the City of Plattsburgh and the Town of Plattsburgh

WAIVER AND RELEASE OF CLAIMS

WHEREAS, the Town of Plattsburgh is a political subdivision of the State of New York having its principal office at 151 Banker Road, Plattsburgh, NY 12901 (“Town”); and

WHEREAS, the City of Plattsburgh is a political subdivision of the State of New York having its principal office at 41 City Hall Place, Plattsburgh, NY 12901 (“City”); and

WHEREAS, on or about August 4, 2020, the City filed a certain annexation petition with the Town pursuant to General Municipal Law Article 17 seeking to annex properties identified by Clinton County tax map parcel numbers 220.-4-31.2 and 220.-4-32 (“the Annexation”); and

WHEREAS, pursuant to the State Environmental Quality Review Act (SEQRA), annexation constitutes an Action subject to SEQRA review; and

WHEREAS, the City conducted SEQRA review in its capacity as Lead Agency, which resulted in City adoption of a SEQRA Negative Declaration on May 28, 2020 which Declaration was further amended and adopted on December 3, 2020; and

WHEREAS, the Town has raised certain objections to the City’s adoption of a SEQRA Negative Declaration in relation to the Annexation; and

WHEREAS, the Town has contemplated commencement of a proceeding to challenge the City’s SEQRA review effort and/or its findings and determinations; and

WHEREAS, the City and Town entered into a Tolling Agreement effective March 1, 2021 to permit the parties an opportunity to pursue settlement of such controversies; and

WHEREAS, the City and Town have since reached certain agreements concerning these potential SEQRA-related claims.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES:

The Town hereby forever waives and releases all legal claims it may otherwise have concerning, relating to or in any way arising from the SEQRA review effort undertaken by the City in relation to the Annexation. This includes any and all claims that the Town could raise in an effort to invalidate the City’s SEQRA Negative Declaration. It is the Town’s intention that this Waiver and Release supersede the terms of the parties’ previous Tolling Agreement.

DATED:

TOWN OF PLATTSBURGH

By: _____
Michael S. Cashman, Supervisor

EXHIBIT 3

To Settlement Agreement Between the City of Plattsburgh and the Town of Plattsburgh

STATE OF NEW YORK
SUPREME COURT CLINTON COUNTY

CITY OF PLATTSBURGH,

Plaintiff,

-against-

STIPULATION OF
DISCONTINUANCE

TOWN OF PLATTSBURGH

Docket No.: 255120

Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for the respective parties herein, that whereas no party is an infant, incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above captioned action, including all claims and counterclaims raised herein shall be and the same is hereby discontinued with prejudice and without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

DATED:

William L. Owens, Esq.
STAFFORD, OWENS, PILLER,
MURNANE, KELLEHER, and
TROMBLEY, PLLC
Attorneys for City of Plattsburgh
1 Cumberland Avenue
Plattsburgh, NY 12901
(518) 571-4400

Lia B. Mitchell, Esq.
MAYNARD, O'CONNOR, SMITH &
CATALINOTTO, LLP
Attorneys for Town of Plattsburgh
6 Tower Place
Albany, NY 12203
(518) 465-3553

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF PLATTSBURGH AND TOWN OF PLATTSBURGH

PLANNING & COMMUNITY DEVELOPMENT**

This **MEMORANDUM OF AGREEMENT** (“MOA”), dated as of the 16th day of April, 2021, by and between the **CITY OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, Clinton County, New York (the “City”) and the **TOWN OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 151 Banker Road. Plattsburgh, Clinton County, New York (the “Town”).

WITNESSETH:

WHEREAS, the City and Town are municipal corporations duly established and validly existing under the laws of the State of New York; and

WHEREAS, in an effort to maintain the respective communities as viable social, cultural and economic city centers and encourage development therein, the parties hereto are desirous of entering into this MOA setting forth the terms of their mutual agreements regarding the potential development of property, and to establish a framework of cooperation upon which the City & Town may work collaboratively to develop procedures and processes to ensure mutually compatible zoning and development at municipal boundaries; and

WHEREAS, the City and Town agree upon the benefits of intentional community development, including Smart Growth, Comprehensive land use planning, Zoning, Complete Streets, and any future planning methods not yet identified, that serve to enrich the lives of their residents and the shared economy of their respective communities; and

WHEREAS, such cooperation shall be completed with outlined coordination between the City and Town in those instances where development projects are substantially contiguous to a municipal boundary, and may result in impacts to traffic, utilities, community character, etc. and/or development patterns within the adjacent community; and

WHEREAS, in 2019 the Town developed “Elevate Plattsburgh,” a Smart Growth Plan designed promote the development of a more livable, authentic, and diverse Town Center; and

WHEREAS, Elevate Plattsburgh envisions Town Center with an array of housing options, access to multiple modes of transportation, increased density, infrastructure efficiency & community resiliency, both environmental and economic; and

WHEREAS, the Town followed development of Elevate Plattsburgh with a Zoning Ordinance amendment focused on the commercial Town Center with an emphasis on high quality design, public spaces and human-scale development; and

WHEREAS, beyond a name and a border, the City shares these same values with the Town and is currently revising its comprehensive plan, focusing on each Ward individually, followed by development of a cohesive plan for the City as a whole; and

WHEREAS, the City's plan intends to focus on transportation diversity, enhancement and development of parks and social spaces, fostering a robust local business environment, and the City intends to provide for a range of housing options and mixed use in-fill development, all with an over-arching purpose of celebrating local culture, history, and community; and

WHEREAS, both the City and Town value and wish to act upon the proven benefits of intentional community development, including Smart Growth, comprehensive land use, zoning, Complete Streets and any future planning methods not yet identified that serve to enrich the lives of our residents and the shared economy of our communities; and

WHEREAS, it is the intention of this agreement to outline practical and reasonable methods for collaboration to achieve the aforementioned shared goals; and

WHEREAS, Section 20 of the General City Law of the State of New York authorizes, among other things, each city located in the State to contract and be contracted with; and

WHEREAS, Section 64 of the Town Law of the State of New York authorizes, among other things, incorporated Towns located in the State to contract and be contracted with; and

WHEREAS, by Resolution No. _____, duly adopted by the City on April 15, 2021, the City authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the "City Planning Resolution"); and

WHEREAS, by Resolution No. _____, duly adopted by the Town on April 15, 2021, the Town authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the "Town Planning Resolution"); and

NOW, THEREFORE, in consideration of the above mutual covenants, conditions and agreements contained herein, and pursuant to the authority vested in them, the parties agree as follows:

1. To conduct comprehensive planning, zoning, and land use development strategies with mindfulness and circumspection, that considers the impacts upon each community's neighbors and the entire region; to communicate intentionally, and meaningfully with each other when developing such plans; to invite each other to participate in the planning process; to

celebrate and promote the parties' shared history, shared values, and shared opportunities; and, to open and maintain the pathways of communication between the municipalities in order to explore those countless opportunities.

2. To acknowledge and respect the parties' borders and jurisdictions, but to also recognize the invisibility of such borders to visitors, students, and people in transit; to acknowledge and analyze the differences in the City and Town's historical patterns of development; and to recognize land use patterns may transcend municipal borders.

3. Where meaningful and practical, to develop zoning and land use patterns that strive for compatibility, and at a minimum, do not detract from the character of the adjacent community.

4. The parties shall agree to inform each other of proposed development projects that are substantially contiguous to the municipal boundary that may result in impacts to traffic, utilities, and/or community character, etc.; and, to invite comment and participation from the other in the review and consideration of such projects.

5. To collaborate on shared commercial corridor enhancements, including, but not limited to, those on Cornelia Street, Rugar Street, Commodore Thomas Macdonough Highway, Route 9 North & South and South Peru Street; and, to share existing plans, ideas, and opportunities with each other so that improvements may advance together with greater impact and benefit; and, to collaborate on funding and implementation opportunities for mutually beneficial projects.

6. General Covenants of the City and the Town.

(i) All necessary resolutions and actions authorizing the execution and delivery of this MOA, as well as the covenants and agreements contained herein, have been duly adopted and recorded.

(ii) This MOA is neither a fiscal nor a funds obligation document. This MOA is intended to set forth the general agreements among the parties and their respective rights and obligations. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

7. Notice. The principal contacts for this agreement are:

Christopher Rosenquest, Mayor of the City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 563-7701
Email: mayor@cityofplattsburgh-ny.gov

Michael Cashman, Supervisor, Town of Plattsburgh
151 Banker Rd
Plattsburgh, NY 12901
Phone: (518)562-6800
Email: michaelc@townofplattsburgh.org

8. Miscellaneous.

(i) Governing Law. This MOA, and any dispute, claim or controversy arising out of or in connection with it, shall be governed by and construed in accordance with the law of State of New York.

(ii) Limitation of Liability. This MOA in no way assumes either party liable for risks or injuries incurred on any part of the property identified in this document.

(iii) No Oral Modification. This MOA may be modified or amended upon written consent of both parties or may be terminated with 30-day written notice of either party.

(iv) Term and Termination. Unless terminated in accordance with the terms set forth herein, this MOA will remain in force and-effect.

(v) Counterparts. This MOU may be executed in multiple counterparts, each counterpart of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Memorandum of Agreement as of the day and year first written above.

Date: April 16, 2021

CITY OF PLATTSBURGH

By: _____
Name: Christopher Rosenquest
Title: Mayor

Date: April 16, 2021

TOWN OF PLATTSBURGH

By: _____
Name: Michael Cashman
Title: Town Supervisor

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF PLATTSBURGH AND TOWN OF PLATTSBURGH
INFRASTRUCTURE**

This **MEMORANDUM OF AGREEMENT** (“MOA”), dated as of the 16th day of April, 2021, by and between the **CITY OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, Clinton County, New York (the “City”) and the **TOWN OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 151 Banker Road, Plattsburgh, Clinton County, New York (the “Town”).

WITNESSETH:

WHEREAS, the City and Town are municipal corporations duly established and validly existing under the laws of the State of New York; and

WHEREAS, in furtherance of the Plattsburgh Compact between the City and the Town (“Compact”), in which both municipalities recognize the vast public safety responsibility and economic power of quality infrastructure, principally clean and safe water—one of our most precious resources—and waste-water treatment, an equally important and potentially valuable resource; and

WHEREAS, pursuant to the Compact, both the City and Town desire to enter into this MOA to explore opportunities related to enhancements to and resiliencies and efficiencies of each municipality’s individual infrastructure and that of shared infrastructure in the future which shall include water systems and waste water systems; and

WHEREAS, the purpose of this MOA is to establish a framework of cooperation upon which the City and Town may develop procedures and processes to ensure the safe, sustainable and consistent provision of water and wastewater services to our communities for future generations; and

WHEREAS, both the City and Town operate and maintain drinking water and sewer systems which are interconnected at certain integral locations; and

WHEREAS, in more populated areas and commercial corridors, the Town sources public water supplies from multiple wells located through-out the Town which service extensive public systems. In these same areas, wastewater is collected by public infrastructure and ultimately conveyed to the City wastewater treatment facility. In rural areas of the Town private wells provide safe drinking water and individual sewage treatment systems are used to handle wastewater; and

WHEREAS, the City sources its drinking water from a combination of surface reservoirs and the Saranac River. The public water supply is filtered and treated at the Hammond Lane water plant located in the Town. The City is also exploring a groundwater well field near Mead Reservoir. The City operates and maintains a robust wastewater treatment facility at the mouth of the Saranac River on Lake Champlain, which as noted above, receives wastewater from the Town as well as septage from haul trucks which operate within the Town; and

WHEREAS, where practical and necessary, the City and Town have established interconnection of water and wastewater services.

WHEREAS, Section 20 of the General City Law of the State of New York authorizes, among other things, each city located in the State to contract and be contracted with; and

WHEREAS, Section 64 of the Town Law of the State of New York authorizes, among other things, incorporated Towns located in the State to contract and be contracted with; and

WHEREAS, by Resolution No. _____, duly adopted by the City on April 15, 2021, the City authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the “City Planning Resolution”); and

WHEREAS, by Resolution No. _____, duly adopted by the Town on April 15, 2021, the Town authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the “Town Planning Resolution”); and

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that the parties agrees to the terms and conditions as follows:

1. The City and Town acknowledge the “special relationship” of interconnected and interdependent systems for the provision of water and wastewater services to City and Town residents. To advance this “special relationship”, the City and Town acknowledge and respect the shared public health and economic benefits of this relationship and to use public and economic health as the guiding principle for maintenance, repair, and expansion of services.

2. Where financially practical and mutually beneficial, or where the greatest public health benefits can be achieved, the City and Town commit to research and explore opportunities to offer and extend public water and wastewater services to neighborhoods and businesses in need of such service.

3. The City and Town commit to seek shared opportunities for funding from Local, State, and Federal sources for improvement, rehabilitation, and resiliency fortification of the existing water and wastewater infrastructure.

4. Where financially practical and mutually beneficial, the City and Town will seek opportunities for interconnection of water services for the purposes of reliability, redundancy, resiliency, robustness, and emergency fire protection.

5. To share knowledge between relevant City and Town departments as it relates to maintenance, repairs, and installation of new utilities, where such knowledge would expedite and facilitate such work in the interest of public health and safety.

6. Where mutually beneficial, and with the greatest public benefit in mind, the City and Town will seek opportunities for collaboration and cooperation on matters beyond infrastructure to include “social infrastructure” such as public space, recreation, public institutions, events, and amenities.

7. That this MOA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

8. General Covenants of the City and the Town.

(i) All necessary resolutions and actions authorizing the execution and delivery of this MOA, as well as the covenants and agreements contained herein, have been duly adopted and recorded.

(ii) This MOA is neither a fiscal nor a funds obligation document. This MOA is intended to set forth the general agreements among the parties and their respective rights and obligations. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

9. Notice. The principal contacts for this agreement are:

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41 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 563-7701
Email: mayor@cityofplattsburgh-ny.gov

Michael Cashman, Supervisor, Town of Plattsburgh
151 Banker Rd
Plattsburgh, NY 12901
Phone: (518)562-6800
Email: michaelc@townofplattsburgh.org

10. Miscellaneous.

(i) Governing Law. This MOA, and any dispute, claim or controversy arising out of or in connection with it, shall be governed by and construed in accordance with the law of State of New York.

(ii) Limitation of Liability. This MOA in no way assumes either party liable for risks or injuries incurred on any part of the property identified in this document.

(iii) No Oral Modification. This MOA may be modified or amended upon written consent of both parties or may be terminated with 30-day written notice of either party.

(iv) Term and Termination. Unless terminated in accordance with the terms set forth herein, this MOA will remain in force and-effect.

(v) Counterparts. This MOU may be executed in multiple counterparts, each counterpart of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the day and year first written above.

Date: April 16, 2021

CITY OF PLATTSBURGH

By: _____
Name: Christopher Rosenquest
Title: Mayor

Date: April 16, 2021

TOWN OF PLATTSBURGH

By: _____
Name: Michael Cashman
Title: Town Supervisor

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF PLATTSBURGH AND TOWN OF PLATTSBURGH
PLATTSBURGH ORGANICS RECYCLING PLANT**

This **MEMORANDUM OF AGREEMENT** (“MOA”), dated as of the 16th day of April, 2021, by and between the **CITY OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 41 City Hall Place, Plattsburgh, Clinton County, New York (the “City”) and the **TOWN OF PLATTSBURGH, NEW YORK**, a municipal corporation duly organized under the laws of the State of New York, with offices at 151 Banker Road, Plattsburgh, Clinton County, New York (the “Town”).

WITNESSETH:

WHEREAS, the City and Town are municipal corporations duly established and validly existing under the laws of the State of New York; and

WHEREAS, in furtherance of the Plattsburgh Compact between the City and the Town (“Compact”), in which both municipalities recognize the vast public safety responsibility and economic power of quality organic waste treatment; and

WHEREAS, pursuant to the Compact, both the City and Town desire to enter into this MOA to explore opportunities related to enhancements to and resiliencies and efficiencies of each municipality’s individual infrastructure and that of shared infrastructure in the future which shall include a utilization of and reliance on the City owned Plattsburgh Organics Recycling Plant (“PORP”), particularly upon the annexation of the property underlying the PORP into the City; and

WHEREAS, the purpose of this MOA is to establish a framework of collaboration and communication upon which the City and Town may develop procedures and processes to ensure the safe, sustainable, and consistent operation of the PORP to service our communities for future generations; and

WHEREAS, the PORP, formerly known as the Clinton County Composting Facility, is a City-owned facility permitted by the NYSDEC to use alkaline treatment for converting wastewater treatment residuals (which includes sludge and bio-solids) into a marketable product used for enhancing soil and agricultural property. The NYSDEC permit authorizes the use of an alkaline treatment process for up to 40 wet tons per day. However, the PORP has not actively operated since 2005. Presently, the City has contracts to transport the wastewater bio-solids—which due to the interconnection of the City and Town waste-water treatment infrastructure includes wastewater bio-solids originating from Town properties—to two landfills and a recycling facility. The NYSDEC permit authorizes a fourth bio-solid disposal alternative, under

local control, in case the other three sites become impractical. As such, in the future, the PORP has the opportunity to be an important part of a regional organics management strategy; and

WHEREAS, the PORP is currently located within the Town and in addition to State and Federal regulations, is currently subject to the Town of Plattsburgh Solid Waste Management Facilities Local Law #6 of 2011. On December 11, 2012 the Town Planning Board issued a permit to operate PORP in accordance with the Town's Local Law and 22 conditions noted in the resolution of approval; and

WHEREAS, upon the annexation of the real property underlying the PORP into the City, both the Town and the City want to ensure that reasonable safeguards remain in place to allow the operation of the PORP in a way which will not cause undue adverse impacts to residents or patrons in either community.

WHEREAS, Section 20 of the General City Law of the State of New York authorizes, among other things, each city located in the State to contract and be contracted with; and

WHEREAS, Section 64 of the Town Law of the State of New York authorizes, among other things, incorporated Towns located in the State to contract and be contracted with; and

WHEREAS, by Resolution No. _____, duly adopted by the City on April 15, 2021, the City authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the "City Planning Resolution"); and

WHEREAS, by Resolution No. _____, duly adopted by the Town on April 15, 2021, the Town authorized the execution and delivery of this MOA and all documents necessary and incidental hereto (the "Town Planning Resolution"); and

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that the parties agrees to the terms and conditions as follows:

1. The City and Town acknowledge the "special relationship" of interconnected and interdependent systems for the provision of wastewater services to City and Town residents—which necessarily includes the treatment and/or disposal of wastewater bio-solids.

2. Upon the annexation of the real property underlying the PORP into City, the City and Town acknowledge that Local Law #6 of 2011 would no longer have jurisdiction over the PORP. Nonetheless, the City and Town find it mutually beneficial, and the best opportunity to maximize the public health benefits, to commit to a framework of collaboration and communication for the future PORP operations.

3. As such, the PORP must at all times comply with all conditions and requirements set forth in DEC Permit Nos. 5-0942-00006/00006 (Solid Waste Management) & 5-0942-00006/00009 (Air State Facility).

4. The City shall notify the Town Board no less than 90 days prior to initiating and/or resuming operations at the PORP, except in the case of an emergency expected to be of finite duration.

5. The City shall notify the Town no less than 90 days prior to any application to modify the terms of DEC Permit Nos. 5-0942-00006/00006 or 5-0942-00006/00009. For example, this would include any application for modification with respect to quantity, source, and process.

6. Prior to the renewed operation of the PORP by the City shall require the establishment of a formal Council/Board authorized Citizens Advisory Committee ("CAC") to review and investigate potential odor complaints. The CAC shall be comprised of three (3) City residents, appointed by City Council and three (3) Town residents, appointed by the Town Board. City staff shall provide technical support to the CAC. The CAC shall develop their own rules of procedures and bylaws, which shall include at the least the following duties and responsibilities:

- a. obtain operational knowledge of the PORP;
- b. meet as necessary to, at a minimum, review operational performance, odor control performance and odor complaint history;
- c. review odor complaints and if necessary investigate to provide an independent assessment to provide any enforcement or mitigation recommendations;
- d. otherwise advise the Town and City as appropriate; and
- e. report their findings and or recommendations to the City Council and Town Board.

7. All non-confidential PORP records (i.e. maintenance, product, and environmental reports) shall be available for inspection and review by authorized personnel. Members of the Town Board and the CAC shall be considered authorized personnel.

8. Operation of the PORP shall require the City to establish and maintain a Spill Contingency Plan which must be provided to the Town Board and local emergency services. The Spill Contingency Plan shall include hazard scenarios inclusive of hauling of sludge to, and product from site, as well as on-site spills.

9. Operation of the PORP shall require the City to establish and maintain a disaster and emergency plan for accidents, fires, weather events, and related emergency events, which must be provided to the Town Board and local emergency services.

10. General Covenants of the City and the Town.

(i) All necessary resolutions and actions authorizing the execution and delivery of this MOA, as well as the covenants and agreements contained herein, have been duly adopted and recorded.

(ii) This MOA is neither a fiscal nor a funds obligation document. This MOA is intended to set forth the general agreements among the parties and their respective rights and obligations. Any endeavor involving reimbursement or contribution of funds between the parties of this MOA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

11. Notice. The principal contacts for this agreement are:

Christopher Rosenquest, Mayor of the City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
Phone: (518) 563-7701
Email: mayor@cityofplattsburgh-ny.gov

Michael Cashman, Supervisor, Town of Plattsburgh
151 Banker Rd
Plattsburgh, NY 12901
Phone: (518) 562-6800
Email: michaelc@townofplattsburgh.org

12. Miscellaneous.

(i) Governing Law. This MOA, and any dispute, claim or controversy arising out of or in connection with it, shall be governed by and construed in accordance with the law of State of New York.

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(iii) No Oral Modification. This MOA may be modified or amended upon written consent of both parties or may be terminated for cause with 30-day written notice of either party.

(iv) Term and Termination. Unless terminated in accordance with the terms set forth herein, this MOA will remain in force and-effect.

(v) Counterparts. This MOA may be executed in multiple counterparts, each counterpart of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the day and year first written above.

Date: April 16, 2021

CITY OF PLATTSBURGH

By: _____
Name: Christopher Rosenquest
Title: Mayor

Date: April 16, 2021

TOWN OF PLATTSBURGH

By: _____
Name: Michael Cashman
Title: Town Supervisor

7.50 Authorizing revising Capital project H5110.77 – street resurfacing

WHEREAS, the following resolution was adopted on April 15th, 2021, and

WHEREAS, the Capital Expenditure Plan adopted January 7th, 2021, includes a Street Resurfacing & Improvements category, and

WHEREAS, the Infrastructure Division established a 2021 Street Resurfacing project for items included in the Street Resurfacing & Improvements category of the Capital Expenditure Plan adopted January 7th, 2021, and

WHEREAS, the cost of the 2021 Street Resurfacing project has been estimated by the Infrastructure Division for the costs to implement the planned improvements included in the street expenditure plan during 2021, and is being revised for 2021, as follows:

	2021 Capital Plan	2021 Estimated Cost	2021 Revised Cost
Beekman Street (design)	\$ 200,000	\$ 200,000	\$ 136,000
Maryland Road (design)	-	-	25,000
South Peru Street (design)	-	-	19,000
New York Road (design)	-	-	20,000
Palmer Street	52,000	52,000	52,000
White Street	25,000	25,000	25,000
George Street/Water Alley	36,000	36,000	36,000
Standish Street	44,000	44,000	44,000
Riley Avenue	55,000	55,000	55,000
Miscellaneous Paving	25,000	25,000	25,000
Misc. sidewalks & ADA improvements	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
Total	<u>\$ 487,000</u>	<u>\$ 487,000</u>	<u>\$ 487,000</u>
Project Funding:			
General Fund	\$ 302,000	\$ 302,000	\$ 302,000
CHIPS – NYS Funding	<u>185,000</u>	<u>185,000</u>	<u>185,000</u>
Total	<u>\$ 487,000</u>	<u>\$ 487,000</u>	<u>\$ 487,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 15th day of April 2021, as follows:

- 1) That, the amount of Four Hundred Eighty-seven Thousand and 00/100 (\$487,000.00) Dollars is hereby appropriated for the capital project **2021 Street Resurfacing (H5110.77)** for the cost of the revised project items listed above and is hereby authorized to be expended for such purpose.
- 2) That, the amount of Three Hundred Two Thousand and 00/100 (\$302,000.00) Dollars of such appropriation be provided by an advance from the General Fund to be reimbursed by a BAN or serial bonds issued by the City of Plattsburgh as permanent funding for the project.
- 3) That, the amount of One Hundred Eight-five Thousand and 00/100 (\$185,000.00) Dollars of such appropriation be provided by funding from the Consolidated Local Street and Highway Improvement Program (CHIPS) sponsored by New York State.
- 4) That, this resolution takes effect immediately.

7.51 Authorizing award of the Design phase of Beekman Street Reconstruction

Resolution awarding the Design phase of Beekman Street Reconstruction to RMSPC for a total of \$52,915.00

7.52 Authorizing award of the Design phase of Maryland Road Water Line Reconstruction

RESOLUTION TITLE: Resolution awarding the Design phase of Maryland Road Water Line Reconstruction to RMSPC for a total of \$24,415.00.

7.53 Authorizing award of the Design phase of New York Road Water Line Reconstruction

Resolution awarding the Design phase of New York Road Water Line Reconstruction to AEDA for a total of \$18,800.00.

7.54 Authorizing award of the Design phase of South Peru Street Water Line Reconstruction

Resolution awarding the Design phase of South Peru Street Water Line Reconstruction to AEDA for a total of \$18,800.00.

7.55 Authorizing award of the Design phase of The City of Plattsburgh Annual Sidewalk Improvements Program

Resolution awarding the Design phase of The City of Plattsburgh Annual Sidewalk Improvements Program to AEDA for a total of \$6,500.00

7.56 Authorizing award of the Construction phase of the Cogan Avenue Reconstruction Project

Resolution awarding the Construction phase of the Cogan Avenue Reconstruction Project to Luck Bros. Inc. for a total of \$1,833,000.00

7.57 Authorizing award of the Construction Management phase of Cogan Avenue Reconstruction Project

Resolution awarding the Construction Management phase of Cogan Avenue Reconstruction Project to C&S Engineers, Inc. for a total not to exceed \$151,000.00.

7.58 Authorizing award of the NYSDEC Storm Water Pollution Prevention Plan (SWPPP) Inspection and Material Testing phase of Cogan Avenue Reconstruction Project

Resolution awarding the NYSDEC Storm Water Pollution Prevention Plan (SWPPP) Inspection and Material Testing phase of Cogan Avenue Reconstruction Project to RMSPC for a total of \$13,050.00.

7.59 Authorizing amendment to Capital project H8320.79 – “Water System Improvements

WHEREAS, The City is in the process of upgrading its water system; and

WHEREAS, Capital Project H83210.79 “Water System Improvements” requires additional appropriation to continue the work;

NOW, THEREFORE, BE IT RESOLVED, The Common Council Authorizes the appropriation increase of \$1,000,000 to Capital Project H8320.79 “Water System Improvements” to bring the revised total to \$1,500,000 with the source of funds to be from the Mead Dam IIC revenue already received.

7.60 Authorizing agreement - WRRF Disinfection and Odor Control Upgrades

WHEREAS, The WRRF will be constructing odor control and disinfection system upgrades under the NYS EFC Cleanwater WIA program; and

WHEREAS, Engineering Construction services will be needed; and

WHEREAS, CDM Smith has provided a March 5, 2021 proposal for the services on a time and expense basis not to exceed \$335,000;

NOW, THEREFORE, BE IT RESOLVED, The Common Council authorizes the execution of all necessary documents to enter into an agreement with CDM Smith for obtaining the services described in their March 5, 2021 proposal:

7.61 Authorizing agreement with Lake Champlain Basin Program Illicit Discharge and Elimination (IDDE) Study Phase 2

WHEREAS, The City has completed the original LCBP funded IDDE study; and

WHEREAS, a number of potential illicit discharges have been detected requiring further study; and

WHEREAS, the LCBP has provided funding for performing another phase of investigation;

NOW, THEREFORE, BE IT RESOLVED, The Common Council Authorizes the execution of all necessary documents, including a NEIWPCC MOA and an amendment to the agreement with Stone Environmental, to perform IDDE Phase II. The agreement with Stone Environmental is for \$19,605 and requires a \$500 match from the City which will come from the Sewer Fund.

7.62 Authorizing award for chemicals for WRRF

WHEREAS, Contract #WRRF 2021-01 “Sodium Thiosulfate for the WRRF” is awarded to Thatcher Company of NY for the ESTIMATED sum of \$73,089.20. The contract shall commence on April 6, 2021 for one year, with two optional one-year extensions

NOW, THEREFORE, BE IT RESOLVED, The Common Council Authorizes the Mayor of Plattsburgh to execute all necessary documents.

7.63 Authorizing award for Activated Carbon for Water Filtration Plant

WHEREAS, The Water Filtration Plant relies on activated carbon in its treatment process; and

WHEREAS, The activated carbon needs to be replaced to promote optimal treatment; and

WHEREAS, Bids were solicited for purchasing new activated carbon;

NOW, THEREFORE, BE IT RESOLVED, The Common Council Authorizes the Mayor of Plattsburgh to execute all necessary documents.

7.64 Authorizing Budget Transfer - General Fund Fire Department Paramedic Training Program Expenses

WHEREAS, the following resolution was adopted on April 15th, 2021; and

WHEREAS, the 2021 General Fund budget does not make sufficient appropriations for Fire Paramedic program and training expenses; and

WHEREAS, the Fire Chief has requested to purchase program training costs and manuals for the City fire and ambulance services for fiscal year 2021;

NOW, THEREFORE, BE IT RESOLVED, the Common Council Authorizes the City Chamberlain to adjust the General Fund budget, as follows:

Increase: General Fund – Fire Training & Education	13410000-4461	\$ 5,900.00
Increase: General Fund – Fire Contract Services	13410000-4430	\$12,550.00
Decrease: General Fund – Fire Repairs to Motor Vehicles	13410000-4452	\$18,450.00

To provide for unbudgeted appropriation for the purchase of training manuals for the adopted program for the conversion of City firemen from EMT to Paramedic status and related program costs not included in the Fire budget in the General Fund. The budget adjustment does not increase the General Fund budget for appropriations in 2021.

7.65 Authorizing Budget Transfer – General Fund Police Motor Vehicle Repairs

WHEREAS, the following resolution was adopted on April 15th, 2021; and

WHEREAS, the 2021 General Fund budget makes appropriations for motor vehicle repairs in the police department; and

WHEREAS, the police are asking to increase the motor vehicle repairs appropriations for 2021 by the same amount received for insurance proceeds from a damaged vehicle;

NOW, THEREFORE, BE IT RESOLVED, the Common Council Authorizes the City Chamberlain to adjust the General Fund budget, as follows:

Increase: General Fund – Police Motor Repairs	13120000-4452	\$ 2,420.00
Increase: General Fund – Insurance Recovery Property	00001127-2680	\$ 2,420.00

To provide for the repair of a police vehicle from the insurance proceeds received for a damaged vehicle. The budget adjustment provides for the increase in appropriations and the increase in estimated revenues that will increase the total General Fund budget by \$2,420.00 for 2021.

7.66 Authorizing Budget Transfer – Major Funds Budget Adjustments for Telephone Cost Reallocation

WHEREAS, the following resolution was adopted on April 15th, 2021; and

WHEREAS, the 2021 General, Rec Complex, Water, Sewer and Library Funds budgets require adjustment for reallocation of the telephone and IT managed service costs; and

WHEREAS, the City Chamberlain is requesting to adjust the major budgets for the reallocation of the telephone and IT managed service costs in 2021;

NOW, THEREFORE, BE IT RESOLVED, the Common Council Authorizes the City Chamberlain to adjust the General, Rec Complex, Water, Sewer and Library Fund budgets, as follows:

Increase: General Fund – Appropriated Fund Balance	1-0599	\$ 3,401.00
Decrease: General Fund – Mayor Telephone	11210000-4414	\$ 3,461.00
Decrease: General Fund – Finance Telephone	11310000-4414	\$14,049.00
Decrease: General Fund – City Clerk Telephone	11410000-4414	\$ 5,106.00
Decrease: General Fund – Data Processing Telephone	11680000-4414	\$ 5,091.00
Decrease: General Fund – Police Telephone	13120000-4414	\$ 3,381.00
Decrease: General Fund – Asset Seizure Telephone	13121000-4414	\$ 206.00
Increase: General Fund – Fire Telephone	13410000-4414	\$ 7,865.00
Decrease: General Fund – Building Inspector Telephone	13620000-4414	\$ 8,061.00
Decrease: General Fund – Community Dev. Telephone	16330000-4414	\$12,551.00
Increase: General Fund – Transfer Rec Complex	19515000-9000	\$47,442.00
Increase: Rec Complex Fund – Admin Telephone	27210000-4414	\$47,442.00
Increase: Rec Complex Fund – Inter-fund Revenues General	00002228-2810	\$47,442.00

To provide for an increase in total appropriations for the General Fund operations and the Rec Complex operations in 2021 for the reallocation of the telephone and IT managed service costs to recognize the cost where the internet network connections and related usage actually reside. The budget adjustment increases the General Fund budget for appropriations and appropriated fund balance in 2021 by \$3,401.00, and it increases the Rec Complex Fund budget for estimated revenues and appropriations in 2021 by \$47,442.00.

Increase: Water Fund – Appropriated Fund Balance	4-0599	\$ 17,206.00
Increase: Water Fund – Administration Telephone	48310000-4414	\$ 10,304.00
Increase: Water Fund – Purification Telephone	48330000-4414	\$ 6,902.00
Increase: Sewer Fund – Appropriated Fund Balance	5-0599	\$ 7,452.00
Increase: Sewer Fund – Administration Telephone	58110000-4414	\$ 7,452.00

Increase: Library Fund – Contract Services
Decrease: Library Fund – Telephone

67410000-4430 \$ 7,633.00
67410000-4414 \$ 7,633.00

To provide for an increase in total appropriations and appropriated fund balance for the Water and Sewer Funds operations and a transfer of appropriations in the Library operations in 2021 due to the reallocation of the telephone and IT managed service costs to recognize the cost where the internet network connections and related usage actually reside. The budget adjustment increases the Water Fund budget for appropriations and appropriated fund balance in 2021 by \$17,206.00 and it increases the Sewer Fund budget for appropriations and appropriated fund balance in 2021 by \$7,452.00. The Library Budget for 2021 will remain unchanged due to the transfer of appropriations between budgeted accounts.

7.67 Authorizing revising Capital project H8320.79 – 2019 Water System Improvements

WHEREAS, the Capital Expenditure Plan adopted January 10th, 2019, includes a Water Source of Supply category, and

WHEREAS, the Environment Engineer established a 2019 Water System Improvements project to be included in the Water Source of Supply category under a new item in the Capital Expenditure Plan that was adopted January 10th, 2019, and

WHEREAS, the cost of the 2019 Water System Improvements project has been estimated by the Environmental Engineer for the costs of the planned expenditures during 2019, and is being revised, as follows:

	2019 Capital Plan	2019 Estimated Cost	2021 Estimated Cost
Development - full production water well	\$ -	\$ 500,000	\$ 1,500,000
Total	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 1,500,000</u>

Project Funding:

Water Capital Reserve	\$ -	\$ 250,000	\$ 250,000
Meade Dam IIC Fees	-	167,700	167,700
Water Operating Fund	-	82,300	82,300
Water Fund Advance	-	-	<u>1,000,000</u>
Total	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 1,500,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 15th day of April 2020, as follows:

- 5) That, the amount of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars is hereby appropriated for the capital project **2019 Water System Improvements (H8320.79)** for the revised cost of the development listed above and is hereby authorized to be expended for such purpose.
- 6) That, Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars of such appropriation be provided by the Water Capital Reserve.

7) That, One Hundred Sixty-seven Thousand Seven Hundred and 00/100 (\$167,700.00) Dollars of such appropriation be provided by the 2019 Meade Dam Infrastructure Investment Charge fees.

8) That, Eighty-two Thousand Three Hundred and 00/100 (\$82,300.00) Dollars of such appropriation be provided by the Water Operating Fund.

That, One Million and 00/100 (\$1,000,000.00) Dollars of such appropriation be provided by an advance from the Water Operating Fund but that such advance will be reimbursed by year-end through WIIA drinking water grant funding or through the issuance of Water Fund bond anticipation notes or serial

7.68 Authorizing the Chamberlain to transfer for Rec Complex Fund Beach Materials & Supplies and Contract Services

WHEREAS, the 2021 Rec Complex Fund budget does not make appropriations for materials and supplies and contract services costs; and

WHEREAS, the City Chamberlain is requesting to appropriate for the unbudgeted costs in the Rec Complex Fund Beach department costs for the fiscal year 2021;

NOW, THEREFORE, BE IT RESOLVED, the Common Council Authorizes the City Chamberlain to adjust the Rec Complex Fund budget, as follows:

Increase: Rec Complex Fund – Beach Materials & Supplies	27215000-4330	\$ 4,500.00
Increase: Rec Complex Fund – Beach Contract Services	27215000-4330	\$ 4,500.00
Decrease: Rec Complex Fund – Beach Temporary Payroll	27215000-1300	\$ 9,000.00

To provide for unbudgeted appropriations for the Rec Complex Beach operational expense accounts in 2021 providing for the re-opening and operation of the beach for the season. The budget adjustment does not increase the Rec Complex Fund budget for appropriations **in 2021**.

7.69 Authorizing Budget adjustment to the Rec Complex fund budget for building demolition

WHEREAS, the following resolution was adopted on April 15th, 2021; and

WHEREAS, the 2021 Rec Complex Fund budget does not make appropriations for the demolition of a building damaged by a fallen tree at the Crete Center site; and

WHEREAS, the City Chamberlain is requesting to appropriate for the unbudgeted costs in the Rec Complex Fund Crete Center department costs for the fiscal year 2021;

NOW, THEREFORE, BE IT RESOLVED, the Common Council Authorizes the City Chamberlain to adjust the Rec Complex Fund budget, as follows:

Increase: Rec Complex Fund – Crete Capital Outlay	27220000-3000	\$11,000.00
Increase: Rec Complex Fund – Inter-fund Revenues General	00002228-2810	\$11,000.00
Increase: General Fund – Transfer Rec Complex	19151000-9000	\$11,000.00
Decrease: General Fund – Appropriated Fund Balance	1-0599	\$11,000.00

To provide for unbudgeted appropriations for the Rec Complex Crete Center operations in 2021 for the demolition of the Anderson Building, at the Crete Center site, that was partially demolished by a fallen tree. The budget adjustment increases the Rec Complex Fund – Crete Capital Outlay budget for estimated revenues and appropriations in 2021 by \$11,000.00.

7.70 Authorizing Budget adjustment to the Rec Complex fund budget for Beach implementation

WHEREAS, the following resolution was adopted on April 8th, 2021; and

WHEREAS, the 2021 Rec Complex Fund budget does not make appropriations for the creation of an implementation plan for future development for the beach site; and

WHEREAS, the City Chamberlain is requesting to appropriate for the unbudgeted costs in the Rec Complex Fund Beach department costs for the fiscal year 2021;

NOW, THEREFORE, BE IT RESOLVED, the Common Council Authorizes the City Chamberlain to adjust the Rec Complex Fund budget, as follows:

Increase: Rec Complex Fund – Beach Contract Services	27215000-4330	\$ 20,000.00
Increase: Rec Complex Fund – Inter-fund Revenues General	00002228-2810	\$20,000.00
Increase: General Fund – Transfer Rec Complex	19151000-9000	\$20,000.00
Decrease: General Fund – Appropriated Fund Balance	1-0599	\$20,000.00

To provide for unbudgeted appropriations for the Rec Complex Beach operational expense in 2021 providing for the creation of an implementation plan from Saratoga Associates for the future development of the beach site. The budget adjustment increases the Rec Complex Fund budget for estimated revenues and appropriations in 2021 by \$20,000.00.

7.71 Authorizing of service agreement to create implementation plan for Beach Complex improvements

WHEREAS, in April 2016 Saratoga Associates completed a ‘City Beach and Crete Center Waterfront Design and Feasibility Study’ that included options for rehabilitation and development of the City Beach and Crete Center property; and

WHEREAS, in the years since publication of Saratoga’s 2016 feasibility study, few, if any, of that study’s recommendations have been implemented; and

WHEREAS, a revitalized City beach would increase quality of life and recreational opportunities for local residents and visitors while at the same time drawing additional tourism spending to the City; and

WHEREAS, additional analysis of the beach complex and guidance from an experienced consulting firm are needed to facilitate implementation of the recommended improvements.

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the Mayor to sign a consulting services agreement with Saratoga Associates, in an amount not to exceed \$20,000, to develop a phased implementation plan for improvements to the City Beach/Crete Center property and to provide support services to the City on an as-need basis during the design, permitting, and site redevelopment process. Funding to be provided from the 2021 City Beach contracted services budget appropriation.

7.72 Approval of license agreement for Plattsburgh Farmers' and Crafters' market

WHEREAS, the City is currently completing improvements to the former Plattsburgh Municipal Lighting Department (PMLD) site on Green Street; and

WHEREAS, the Plattsburgh Farmers' and Crafters' Market wishes to operate from the renovated building previously known as Building 4 on PMLD's former Green Street site.

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the Mayor to sign a License Agreement with the Plattsburgh Farmers' and Crafters' Market to operate a twice-weekly farmers' market in the renovated building on PMLD's former Green Street site from May 1, 2021 to October 10, 2021.

7.73 Approval of Mohawk Sculpture and Interpretive Panel at Harborside

WHEREAS, the Tsi ietsenhtha Plattsburgh Art Project in partnership with Clinton County Historical Association and Outside Art has requested permission to design and install a Mohawk art sculpture and interpretive panel near Peace Point park in Harborside; and

WHEREAS, the Community Development department, DPW and other departments as necessary will coordinate with Tsi ietsenhtha Plattsburgh Art Project to ensure proper sculpture and sign placement to compliment and highlight our native history on the shores of Lake Champlain; and

NOW, THEREFORE, BE IT RESOLVED, The Common Council Authorizes the Mayor of Plattsburgh to execute all necessary documents

7.74 Appointment of Jacob Avery to Plattsburgh Public Library Board of Trustees

THE MAYOR HANDS DOWN THE APPOINTMENT OF JACOB AVERY TO THE LIBRARY BOARD OF TRUSTEES TERM EFFECTIVE APRIL 16, 2021 EXPIRING JUNE 30, 2022.

7.75 Appointment of Monticia Prather to Board of Ethics

**PURSUANT TO CHAPTER 53 OF THE CITY CODE, THE COMMON COUNCIL
HEREBY APPOINTS MONTICIA PRATHER TO THE BOARD OF ETHICS
EFFECTIVE APRIL 16, 2021 TO SERVE AT THE PLEASURE OF THE COMMON
COUNCIL.**

7.76 Approval of Fee Structure for Venue rentals

WHEREAS, the City of Plattsburgh would like to expand the venues available for public and private events, and

WHEREAS, reserving these facilities will ensure the ability to use the venue for private use, and

WHEREAS, there are cost incurred by the City to accommodate such events and such fees levied are intended to simply cover the cost of delivering that expense,

NOW THEREFORE IT IS HEREBY RESOLVED, The Common Council of the City of Plattsburgh hereby approves and adopts the fee structure below (Attachment A) effective immediately and

BE IT FURTHER RESOLVED, All fees must be remitted upon application approval per the City Clerk's requirements and must adhere to all City Clerk requirements before approval can occur.

7.76

ATTACHMENT A

Location	Fee
Gazebo's (Sailor's Beach, Oval, Samuel de Champlain, Lakeview Park-Sailors Point Park, Wilcox Dock)	\$50/day
Beach Lawn	\$200/day
City Hall (Auditorium, Chambers)	\$100/day
Utility Fee (Electric or Water)	\$20/day
Portable Stage	\$500/event
Harborside Stage	\$100/day
BMI/ASCAP licensing	\$50.00/event
Trailer stage	\$500.00/day
Cones	\$2/cone/event
Barricade	\$5/cone/event
Garbage cans	\$5/can/event
Garbage removal	\$5.00/bag
EMS/Police/Security	Labor Cost/hr

7.77 Approval of Fee Structure for Food trucks/Carts vendors

WHEREAS, Local Law P-1 of 2021, a local law re-naming, amending and re-stating Chapter 254 “Peddling and Soliciting” of the City Code of the City of Plattsburgh. Once re-named, Chapter 254 will be entitled “Food Trucks” was presented for public hearing on April 15, 2021 and council has since approved

NOW, THEREFORE, BE IT RESOLVED, The Common Council approves the City of Plattsburgh to invoke the following fee structure:

Monthly permit (starting the first day of a month, ending the last day of said month) - \$98.00

Seasonal permit (any consecutive 6-months, but must be within the current year) - \$545.00

Yearly permit (January 1 through December 31 of current year) - \$725.00

7.78 Awarding of Consulting Contract for Harborside Master Plan

WHEREAS, in 2019, the City was awarded a grant in the amount of \$109,965 from the NYS Department of State for the preparation of a Master Plan for the City's Harborside area; and

WHEREAS, on February 8, 2021, the City issued a Request for Proposals for Consulting Services to assist the City with preparation of the Harborside Master Plan; and

WHEREAS, a thorough review of the 11 complete proposals received in response to the City's RFP was completed by a 5-member review committee, including an initial, independent review of all proposals by each member and secondary group interviews with several firms.

NOW, THEREFORE, BE IT RESOLVED, the Common Council awards the consulting services contract for preparation of the City's Harborside Master Plan to Barton & Loguidice and authorizes the Mayor to execute an agreement with Barton & Loguidice for said services in an amount not to exceed \$109,870. This award is subject to the terms of the NYS Department of State grant.

7.79 Awarding of contract for Real Estate Brokerage Services

WHEREAS, the City owns several parcels of real property that are suitable for sale and/or lease but does not possess the expertise to effectively market these properties; and

WHEREAS, on February 26, 2021, the City issued a Request for Proposals for Real Estate Broker services; and

WHEREAS, a thorough review of the 6 complete proposals received in response to the City's RFP was completed by a 3-member review committee.

NOW, THEREFORE, BE IT RESOLVED, the Common Council awards the contract for real estate brokerage services to CDC Real Estate Inc. and authorizes the Mayor to execute an agreement with CDC Real Estate Inc. for said services reflecting the terms included in their submitted proposal.

7.80 Approval of Change Order #3 for the Saranac River Trail Phase 2

WHEREAS, the City executed a construction contract with Luck Brothers, Inc. (Luck) in October 2020 to complete Phase 2 of the Saranac River Trail (SRT 2); and

WHEREAS, discoveries made during excavation activities around the abutments of the two pedestrian bridges resulted in changes to Luck’s scope of work and additional construction costs; and

WHEREAS, the change order for this additional work in the amount of \$23,908.74 will be paid from the Field Change Payment line that was budgeted in the previously approved construction contract.

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the Mayor to sign Change Order #3 to the SRT 2 construction contract with Luck Brothers, Inc. and all associated documents to accommodate unanticipated construction expenses; and

BE IT FURTHER RESOLVED, that the Common Council authorizes the Mayor to execute any further amendments and change orders to the construction contract for SRT 2 that do not impact the General Fund.

Contractor:	Luck Brothers, Inc.
Service:	Construction of SRT Phase 2; Change Order #3
Rate:	n/a
Mileage:	n/a
Contract Amount:	\$3,098,501.31 (Original) / \$3,098,501.31 (New)
City Cost:	\$1,154,635.31
Period:	Construction scheduled for completion in fall of 2021
New/Renewal:	Renewal
Previous Year’s Cost:	n/a
Previous Year’s City Cost:	n/a