1. Agenda

   Documents:

   AGENDA 03-05-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 03-05-20.PDF

3. Claims Analysis

   Documents:

   CLAIMS ANALYSIS 030520.PDF

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

**AGENDA**

**Pledge of Allegiance**
(RC)
**Present:** Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Paul DeDominicas (W4), Patrick McFarlin (W5), Jeff Moore (W6)
**Absent:**
**********

**MAYOR'S COMMENTS:**
**********

**1. MINUTES OF THE PREVIOUS MEETING:**

**RESOLVED**: That the Minutes of the Regular Meeting of the Common Council held on February 27, 2020 are approved and placed on file among the public records of the City Clerk's Office

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

**2. PAYROLLS OF VARIOUS DEPARTMENTS:**

**RESOLVED**: That the payrolls of the various Departments of the City of Plattsburgh for the week ending March 4, 2020 in the amount of **$_____** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

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

**3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:**

- Reports from the Police Department dated March 3, 2020
- Minutes from the Public Safety Committee meeting held on February 27, 2020
- Report from the City Clerk's Office of all monies received during the month of February 2020 in the total amount of $9,785.50
- Minutes from the Landlord/Tenant Advisory Committee meeting held on March 2, 2020

**COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:**

**Governance, Strategy, and City Operations**- Chair Councilor Barbell

**City Infrastructure** – Chair Councilor Moore

**Finance and Budget –** Chair Councilor Kelly

**Public Safety** – Chair Councilor Gibbs

**Plattsburgh Public Library** – Chair Councilor DeDominicas

**MLD -** MLD Board President Councilor McFarlin

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

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

**********

**4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None**

**********

**5. AUDIT OF CLAIMS:**

**RESOLVED**: That the bills Audited by the Common Council for the week ending March 6, 2020 in the amount of **$_____** are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

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

**********

**6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:**

_____

_____

_____

**********

**7. OTHER ITEMS:**

**A. RESOLVED:** In accordance with the request therefore the Common Council approves 2020 Street Drives.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**B. RESOLVED:** In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign a lease agreement with "East Coast Shows" to hold an event known as "28th Annual Champlain Valley RV & Boat Show" in the Crete Civic Center Arena from Thursday, March 19, 2020 through Sunday, March 22, 2020. The lease requires East Coast Shows to pay the City of Plattsburgh the amount of $7,400 for rent and City services. Further, the Council finds that this space is not needed for a public purpose during the proposed lease agreement term of four days and that this lease will be subject to presentation of sufficient proof of insurance.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**C. RESOLVED:** In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign a lease agreement with "Northern Home & Lifestyle Association" to hold an event known as "2020 NHLA Home and Lifestyle Expo" in the Crete Civic Center Arena from Thursday, March 26, 2020 through Monday, March 30, 2020. The lease requires Northern Home & Lifestyle Association to pay the City of Plattsburgh the amount of $5,950 for rent and City services. Further, the Council finds that this space is not needed for a public purpose during the proposed lease agreement term of five days and that this lease will be subject to presentation of sufficient proof of insurance.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**D. RESOLVED:** In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign a lease agreement with "Builder's Supply Auction" to hold an event known as "2020 Spring Builder's Supply Auction" in the Crete Civic Center Arena from Thursday, April 30, 2020 through Saturday, May 2, 2020. The lease requires Builder's Supply Auction to pay the City of Plattsburgh the amount of $2,815 for rent and City services. Further, the Council finds that this space is not needed for a public purpose during the proposed lease agreement term of three days and that this lease will be subject to presentation of sufficient proof of insurance.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**E. RESOLVED:** In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign a lease agreement with "Builder's Supply Auction" to hold an event known as "2020 Fall Builder's Supply Auction" in the Crete Civic Center Arena from Thursday, September 3, 2020 through Saturday, September 5, 2020. The lease requires Builder's Supply Auction to pay the City of Plattsburgh the amount of $2,815 for rent and City services. Further, the Council finds that this space is not needed for a public purpose during the proposed lease agreement term of three days and that this lease will be subject to presentation of sufficient proof of insurance.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**F. RESOLVED:** In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign a lease agreement with "Plattsburgh Comic-Con" to hold an event known as "2020 Plattsburgh Comic Con" in the Crete Civic Center Arena from Friday, September 18, 2020 through Sunday, September 20, 2020. The lease requires Plattsburgh Comic-Con to pay the City of Plattsburgh the amount of $3,765 for rent and City services. Further, the Council finds that this space is not needed for a public purpose during the proposed lease agreement term of three days and that this lease will be subject to presentation of sufficient proof of insurance.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**G. RESOLVED:** In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign a lease agreement with "Adirondack Detecting" to hold an event known as "2020 DIGSTOCK" in the Crete Civic Center Arena on Friday, October 9, 2020. The lease requires

Adirondack Detecting to pay the City of Plattsburgh the amount of $2,060 for rent and City services. Further, the Council finds that this space is not needed for a public purpose during the proposed lease agreement term of one day and that this lease will be subject to presentation of sufficient proof of insurance.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**H**. THE MAYOR HANDS DOWN THE APPOINTMENT OF JAMES WELCH AS A MEMBER TO THE LANDLORD TENANT ADVISORY COMMITTEE ESTABLISHED BY COUNCIL RESOLUTION ON JANUARY 30, 2020.

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

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

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**I. APPROVAL OF ECONOMIC DEVELOPMENT GRANTS FOR WINNING APPLICATIONS TO THE DOWNTOWN GRANT PROGRAM (DGP):**

**RESOLVED**: In accordance with the request therefore the Common Council approves grants from the DGP, a constituent project of the larger Downtown Revitalization Initiative (DRI), to the following DGP Applicants and projects in the respective amounts listed in the following table:

| Name of Applicant(s) | Address of Project | Amount of Grant Awarded |
|---|---|---|
| Shawn B. Cliche | 14 Margaret Street | $100,000 |
| Kyle Dyer / Dean Jolly | 14 Margaret Street | $100,000 |

These awards are made in accordance with the findings of the DGP Grant Review Committee, set forth in a memo submitted by Ethan Vinson, DRI Project Coordinator. A copy of said memo is ordered made a part of the minutes of this meeting. Also, these awards are made pursuant and subject to the terms and conditions of the DGP, including any ancillary grant documents.

By Councilor _____; Seconded by Councilor _____

Discussion:

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

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

**********

**8. TRAVEL REQUEST: None**

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**9. RESOLUTIONS FOR INITIAL CONSIDERATION: None**

**********

**10. NEW BUSINESS AND COUNCILOR REPORTS:**

_____

_____

_____

**********

**11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:**

_____

_____

_____

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

# BLOTTER ACTIVITY REPORT

## By Time of Day

FOR DATE RANGE OF 02/23/2020 00:00 TO 03/01/2020 0:00



| Call Type | Invalid Time | 0000-0159 | 0200-0359 | 0400-0559 | 0600-0759 | 0800-0959 | 1000-1159 | 1200-1359 | 1400-1559 | 1600-1759 | 1800-1959 | 2000-2159 | 2200-2359 | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ABANDONED 911 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 3 |
| ABC VIOLATIONS | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| ADMINISTRATIVE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 3 |
| AIDED MEDICAL | 0 | 1 | 1 | 2 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 1 | 0 | 8 |
| ALARM | 0 | 1 | 2 | 2 | 0 | 1 | 2 | 0 | 2 | 1 | 1 | 0 | 0 | 12 |
| ANIMAL DOMESTIC | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| ASSAULT | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| BEAT MONITORING | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |
| BKGRND INVST CIVILIAN | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 6 | 3 | 1 | 0 | 0 | 0 | 16 |
| BURGLARY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| CHILD SEAT INSTALL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| CRIMINAL MISCHIEF | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 2 |
| CROSSING GUARD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| DEATH INVEST | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| DISORDERLY PERSONS | 0 | 3 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 7 |
| DOMESTIC | 0 | 1 | 1 | 1 | 0 | 0 | 1 | 0 | 2 | 1 | 0 | 0 | 5 | 12 |
| DOOR UNLOCKING | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 1 | 7 |
| DRUG INVESTIGATION | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 4 |
| EMOTIONALLY DISTRBD PERSN | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 2 | 2 | 7 |
| FINGERPRINTING | 0 | 0 | 0 | 0 | 0 | 2 | 8 | 2 | 1 | 0 | 0 | 0 | 0 | 13 |
| FOOT PATROL | 0 | 2 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 7 |
| HARASSMENT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 4 | 0 | 1 | 0 | 6 |
| INSECURE PROPERTY | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 |
| JUVENILE | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| LARCENY | 0 | 1 | 0 | 0 | 0 | 2 | 1 | 3 | 1 | 1 | 0 | 0 | 0 | 9 |
| LOST AND FOUND | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 4 |
| M/V ACCIDENT | 0 | 0 | 0 | 0 | 1 | 2 | 2 | 1 | 9 | 4 | 3 | 2 | 0 | 24 |
| M/V OFFENSE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| M/V THEFT | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| MARIHUANA INVST | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| MEDIATION-NO OFFENSE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| MISC CALLS | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 3 | 0 | 1 | 2 | 1 | 10 |
| MISC OFFENSES | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| NEIGHBOR CRISIS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| NOISE VIOLATION | 0 | 3 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 0 | 2 | 2 | 14 |
| PARKING VIOLATIONS | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 4 |
| PAROLE NOTIFICATION | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 4 |
| PRISONER TRANSPORT | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 1 | 2 | 2 | 0 | 0 | 0 | 8 |
| PROPERTY RETRIEVAL | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 1 | 2 | 0 | 6 |
| SAFE SCRIPTS PROGRAM | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 1 | 4 |
| SEX CRIMES | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 3 |
| SEX OFFNDR REGISTRATION | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 6 |
| SICK LEAVE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 1 | 4 |
| SUSPICIOUS ACTIVITY RPT | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 2 | 0 | 2 | 0 | 2 | 9 |
| TRAFFIC STOP | 0 | 3 | 3 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 3 | 10 | 8 | 30 |
| TRESPASSING | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 3 |
| WARRANT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 2 |
| WELFARE CHECK | 0 | 2 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 2 | 2 | 1 | 1 | 12 |
| Totals: | 0 | 29 | 19 | 6 | 8 | 19 | 36 | 28 | 36 | 32 | 20 | 29 | 29 | 291 |

# BLOTTER ACTIVITY REPORT

## By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 03/01/2020 0:00

| Call Type | Invalid Time | 0000-0159 | 0200-0359 | 0400-0559 | 0600-0759 | 0800-0959 | 1000-1159 | 1200-1359 | 1400-1559 | 1600-1759 | 1800-1959 | 2000-2159 | 2200-2359 | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ABANDONED 911 | 0 | 3 | 3 | 0 | 1 | 2 | 1 | 0 | 3 | 1 | 1 | 5 | 1 | 21 |
| ABC VIOLATIONS | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 |
| ABSCONDED | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 4 |
| ADMINISTRATIVE | 0 | 1 | 2 | 1 | 0 | 1 | 1 | 2 | 0 | 2 | 2 | 1 | 0 | 13 |
| AIDED MEDICAL | 0 | 5 | 4 | 3 | 1 | 2 | 6 | 6 | 7 | 1 | 10 | 5 | 3 | 53 |
| ALARM | 0 | 2 | 8 | 4 | 4 | 6 | 7 | 3 | 4 | 2 | 5 | 0 | 2 | 47 |
| ANIMAL DOMESTIC | 0 | 1 | 2 | 0 | 0 | 2 | 0 | 4 | 1 | 2 | 2 | 4 | 3 | 21 |
| ANIMAL WILD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ARSON | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| ASSAULT | 0 | 1 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 2 | 0 | 1 | 0 | 7 |
| BEAT MONITORING | 0 | 15 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23 |
| BKGRND INVST CIVILIAN | 0 | 0 | 0 | 6 | 27 | 37 | 37 | 7 | 4 | 1 | 0 | 0 | 0 | 119 |
| BKGRND INVST SWORN | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| BURGLARY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 4 | 0 | 5 |
| CHILD SEAT INSTALL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 3 |
| CITY CODE VIOLATION | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 5 |
| CRIMINAL MISCHIEF | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 1 | 4 | 1 | 2 | 0 | 0 | 13 |
| CROSSING GUARD | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 5 |
| DEATH INVEST | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 4 |
| DISORDERLY PERSONS | 0 | 8 | 6 | 2 | 0 | 1 | 4 | 4 | 2 | 4 | 3 | 0 | 4 | 38 |
| DOG SEIZURE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| DOMESTIC | 0 | 2 | 4 | 2 | 1 | 2 | 5 | 2 | 5 | 8 | 8 | 6 | 9 | 54 |
| DOOR UNLOCKING | 0 | 0 | 1 | 1 | 5 | 3 | 11 | 8 | 7 | 9 | 6 | 2 | 3 | 56 |
| DRUG INVESTIGATION | 0 | 1 | 1 | 0 | 2 | 1 | 2 | 5 | 8 | 2 | 1 | 1 | 2 | 26 |
| DWI / IMPRD / DRUGS | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 |
| EMOTIONALLY DISTRBD PERSN | 0 | 0 | 3 | 2 | 0 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 7 | 33 |
| ENDANGERING WELFARE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| FINGERPRINTING | 0 | 0 | 0 | 0 | 2 | 10 | 25 | 18 | 8 | 5 | 3 | 2 | 0 | 73 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FIRE | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 3 |
| FOOT PATROL | 0 | 7 | 7 | 4 | 0 | 1 | 2 | 1 | 3 | 3 | 1 | 4 | 5 | 38 |
| FRAUD | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 1 | 1 | 0 | 0 | 0 | 6 |
| HARASSMENT | 0 | 2 | 0 | 0 | 0 | 2 | 4 | 5 | 6 | 5 | 1 | 6 | 2 | 33 |
| INSECURE PROPERTY | 0 | 4 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 11 |
| JUVENILE | 0 | 0 | 0 | 0 | 1 | 3 | 4 | 5 | 2 | 1 | 0 | 0 | 2 | 18 |
| LARCENY | 0 | 2 | 0 | 0 | 1 | 3 | 8 | 8 | 7 | 7 | 5 | 3 | 2 | 46 |
| LOST AND FOUND | 0 | 2 | 3 | 0 | 3 | 7 | 2 | 3 | 7 | 5 | 3 | 1 | 0 | 36 |
| M/V ACCIDENT | 0 | 1 | 1 | 0 | 4 | 12 | 13 | 22 | 39 | 21 | 11 | 4 | 5 | 133 |
| M/V OFFENSE | 0 | 2 | 0 | 0 | 0 | 1 | 2 | 2 | 0 | 1 | 2 | 2 | 6 | 18 |
| M/V THEFT | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| MARIHUANA INVST | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 2 |
| MEDIATION-NO OFFENSE | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 6 |
| MISC CALLS | 0 | 2 | 3 | 2 | 2 | 5 | 7 | 13 | 12 | 7 | 5 | 6 | 7 | 71 |
| MISC OFFENSES | 0 | 2 | 0 | 0 | 0 | 3 | 2 | 1 | 4 | 2 | 0 | 2 | 0 | 16 |
| MISSING PERSON | 0 | 0 | 0 | 0 | 3 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 6 |
| NARCO INTEL | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| NEIGHBOR CRISIS | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 3 | 1 | 2 | 3 | 0 | 1 | 15 |
| NOISE VIOLATION | 0 | 18 | 10 | 1 | 1 | 3 | 1 | 2 | 2 | 11 | 3 | 11 | 15 | 78 |
| OUTSIDE AGENCY ASSIST | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 1 | 3 | 2 | 1 | 0 | 0 | 10 |
| PARKING VIOLATIONS | 0 | 4 | 1 | 1 | 1 | 0 | 4 | 8 | 6 | 2 | 1 | 2 | 0 | 30 |
| PAROLE NOTIFICATION | 0 | 0 | 0 | 0 | 0 | 4 | 6 | 8 | 1 | 0 | 0 | 0 | 0 | 19 |
| PRISONER TRANSPORT | 0 | 0 | 0 | 0 | 3 | 19 | 0 | 4 | 2 | 3 | 4 | 0 | 0 | 35 |
| PROPERTY RETRIEVAL | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 3 | 4 | 1 | 5 | 1 | 19 |
| SAFE SCRIPTS PROGRAM | 0 | 0 | 0 | 0 | 0 | 4 | 5 | 1 | 5 | 0 | 0 | 0 | 0 | 15 |
| SERVICES | 0 | 4 | 3 | 3 | 1 | 0 | 2 | 4 | 3 | 5 | 1 | 4 | 3 | 33 |
| SEX CRIMES | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 5 | 3 | 2 | 1 | 0 | 0 | 15 |
| SEX OFFNDR REGISTRATION | 0 | 0 | 0 | 0 | 0 | 18 | 13 | 3 | 6 | 2 | 1 | 0 | 0 | 43 |
| SICK LEAVE | 0 | 0 | 3 | 10 | 7 | 1 | 5 | 6 | 20 | 12 | 4 | 1 | 6 | 75 |
| SUSPICIOUS ACTIVITY RPT | 0 | 1 | 5 | 0 | 1 | 1 | 3 | 3 | 3 | 2 | 2 | 7 | 5 | 33 |
| TRAFFIC DETAIL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 2 | 0 | 5 |
| TRAFFIC STOP | 0 | 29 | 24 | 3 | 0 | 5 | 19 | 6 | 9 | 13 | 22 | 78 | 70 | 278 |
| TRESPASSING | 0 | 1 | 6 | 1 | 2 | 1 | 2 | 2 | 3 | 1 | 3 | 1 | 5 | 28 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WARRANT | 0 | 3 | 0 | 1 | 0 | 2 | 1 | 1 | 2 | 5 | 1 | 3 | 0 | 19 |
| WELFARE CHECK | 0 | 9 | 3 | 1 | 2 | 8 | 12 | 16 | 10 | 9 | 13 | 11 | 4 | 98 |
| Totals: | 0 | 145 | 120 | 51 | 78 | 186 | 241 | 205 | 222 | 176 | 141 | 192 | 180 | 1937 |

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Feb. 2020

| REVENUE SOURCES | | | CITY REVENUE | DUE OTHERS | TOTAL |
|---|---|---|---|---|---|
| Bingo Licenses (City) | 25-2540 | BINGO | $300.00 | | $300.00 |
| Bingo Licenses (State) | 1-0632 | G 0632 | | | $0.00 |
| Bingo License Fees 3% | 25-2540 | BINGO | $0.00 | | $0.00 |
| Building Permits | 25-2555 | PRMTS | | | $0.00 |
| Circus License | 25-2502 | | | | $0.00 |
| City Code | 12-1255 | | | | $0.00 |
| Code Civil Compromise | 26-2614 | | | | $0.00 |
| Contractor Fees | 25-2557 | CNTRR | | | $0.00 |
| Dog Licenses | 25-2542 | DOGLIC | $247.50 | | $247.50 |
| State Neuter/Spay Surcharge | | | | $41.00 | $41.00 |
| Extract of Records | 12-1255 | CLERKF | $0.00 | | $0.00 |
| Game of Chance Lic. (City) | 25-2541 | GAMCHN | | | $0.00 |
| Game of Chance Lic. (State) | 1-0632 | G 0632 | | $450.00 | $450.00 |
| Gas Permits | 15-1540 | FIRFEE | $35.00 | | $35.00 |
| Going Out of Business Lic | 25-2509 | | | | $0.00 |
| Hauler's License | 25-2505 | REFLIC | $760.00 | | $760.00 |
| Housing Code | 21-2110 | ZONE | | | $0.00 |
| Impound Fees | 15-1550 | PUBPND | $0.00 | | $0.00 |
| Interest Temp | 1124-2401 | INTERE | $0.00 | | $0.00 |
| Jeweler's Licenses | 25-2503 | VNDLIC | | | $0.00 |
| Marriage Licenses | 25-2545 | MARRIA | $245.00 | $315.00 | $560.00 |
| Notary Fees | 12-1255 | CLERKF | | | $0.00 |
| Peddler/Vendor License | 25-2503 | VNDLIC | $0.00 | | $0.00 |
| Returned Check Charges | 12-1255 | CLERKF | | | $0.00 |
| Sign Permits | 25-2590 | SIGNPM | | | $0.00 |
| Specifications | T-30 | TP300 | $0.00 | $0.00 | $0.00 |
| Special Use Permits | 21-2110 | ZONE | | | $0.00 |
| Subdivision Fee | 21-2110 | ZONE | $0.00 | | $0.00 |
| Subdivision Ordinance | 12-1255 | CLERKF | | | $0.00 |
| Taxi Operator's Licenses | 25-2507 | TXIPRT | $150.00 | | $150.00 |
| Taxi Vehicle Licenses | 25-2504 | TXIVEH | $0.00 | | $0.00 |
| Tree/Stump Removal License | 25-2508 | TREREM | $0.00 | | $0.00 |
| Vital Statistics | 16-1603 | VITSTA | $6,392.00 | | $6,392.00 |
| Zoning Ordinances | 21-2110 | ZONE | | | $0.00 |
| Zoning Variances | 21-2110 | ZONE | | | $0.00 |
| OTHER REVENUE | | | | | |
| Riverwalk | | | | | |
| 1127-2753 | | | | | $0.00 |
| Auditorium | | | | | |
| 1127-2752 | | G 2752 | $1,300.00 | | $1,300.00 |
| Centennial Plaques | | | | | |
| 1127-2705 | | | | | $0.00 |

| | | | | |
|---|---|---|---|---|
| Lake Champlain Memorial | | | | |
| 1127- | | | | |
| RECOVERED FUNDS | | | | |
| Telephone | | | | |
| 1-1410000-4414 | | | | $0.00 |
| Postage | | | | |
| 1-1410000-4470 | | | | $0.00 |
| Print & Copy | | | | |
| 1-1410000-4431 | | | | $0.00 |
| DISBURSEMENTS: | $9,429.50 | $806.00 | | $10,235.50 |
| | | | | |
| NYS Dept of Health | $315.00 | Check No | 1553 | |
| NYS Dept of Ag & Mkts | $41.00 | Check No | 1554 | |
| | | | | |
| | TOTAL PAID OTHERS: | | | $356.00 |
| ADJUSTMENT: NONE | | | | |
| Shortage/Overage | | | | |
| Chamberlain (Spec. Deposits) | $0.00 | Check No | | |
| Chamberlain (New Revenue) | $9,429.50 | Check No | 1555 | |
| | Amount Due City Chamberlain: | | | $9,429.50 |
| Dated at Plattsburgh, New York | | | | $9,785.50 |

Sylvia Parrotte,
City Clerk

3-Mar-20

DISCOVER
Plattsburgh

Sylvia Parrotte
City Clerk
41 City Hall Place
Plattsburgh, NY 12901
Ph: 518-563-7702
Fax: 518-562-5844

March 2, 2020

To: Mayor Read/Council
From: City Clerk
Subj: 2020 Proposed Street Drives

| Street Drive Date | Association |
|---|---|
| Saturday, May 16, 2020 | Plattsburgh Community Garden |
| Saturday, May 30 , 2020 | Kiwanis Club |
| Saturday, June 13, 2020 | American Cancer Society |
| Saturday, June 27, 2020 | Available |
| Saturday, July 11, 2020 | VFW Post 1466 |
| Saturday, July 25, 2020 | Battle of Plattsburgh Association |
| Saturday, August 8, 2020 | PHS Girls Hockey |
| Saturday, August 22, 2020 | Available |
| Saturday, September 5, 2020 | CC Historical |
| Saturday, September 19, 2020 | SPCA |

Street Solicitations are permitted at the following locations only:

U.S. Avenue-Peru Street-South Platt-South Peru Street
Beekman Street-Cornelia Street
Margaret Street at Sailly Avenue and Boynton Avenue

Participants must be sixteen years of age or older and must carry, wear or display materials, signs, or badges, etc. identifying their organization. Organizations shall request, pick up, and return an appropriate number of "safety cones" from Department of Public Works for placement between the lanes, 2 per street, approaching the intersection so as to adequately warn motorists to the activity occurring.

Street Solicitations shall be permitted only between the hours of 9:00am and 3:00pm.

# THE CRETE CIVIC CENTER LEASE AGREEMENT

This lease agreement is made this ____ day of _____, 2020 by and between the City of Plattsburgh, a municipal corporation with offices in 41 City Hall, Plattsburgh, NY 12901 and:

**Debbie Billado**
**East Coast Shows**
**4016 Williston Road**
**South Burlington, VT 05403**
**DaBillado@aol.com**

Who is the lessee or the lessee's authorized representative, hereinafter referred to as "the Lessee". In consideration of the mutual exchange of promises set forth herein, it is agreed between the parties as follows:

1- PREMISES: The City leases to the lessee the Crete Civic Center Arena and the non-exclusive right to use the lobby, bathrooms and other common areas, including the outside grounds, for the rent and terms set forth herein, under the following conditions:

2- TERM:

| | | |
|---|---|---|
| Move in/Set up: | **March 19, 2020** | **7 AM – 7 PM** |
| Move in/Set up: | **March 20, 2020** | **8 AM – 7 PM** |
| Event day: | **March 21, 2020** | **10 AM – 7 PM** |
| Event day/Move out: | **March 22, 2020** | **10 AM – 5 PM** |

The term of this lease expires at the end of the above move out period. If the lessee fails to vacate the leased premises on or before the expiration of this lease, the City may remove the lessee's property from the leased premises and the lessee will pay the City all costs incurred in removing and storing said property plus the sum of $75 per hour for each hour or part of a day that the lessee's or the lessee's subcontractors' property remains on the premises after the expiration of the lease term without the City's prior authorization.

3- DESCRIPTION OF EVENT: The premises are rented for the sole purpose of holding the event described as **28th Annual Champlain Valley RV & Boat Show.** The City reserves the right to require additional information about the event or performance, and may require that the lessee provide promotional literature or advertising. The lessee agrees that it will not represent in any way, expressly or by implication, that the City warrants the authenticity, value, or condition of any goods or services that may be sold or displayed. The lessee is solely responsible for all material supplies and staff needed to hold the event.

4- RENT & CITY SERVICES: See attached Exhibit A sheet for **28th Annual Champlain Valley RV & Boat Show** RENT AND SERVICES SHEET.

A. 10% deposit upon signing this lease, which is: **$740.00**
B. The balance, **$6,660.00** is due and payable in advance of move in day.
C. The total cost is $740.00 (10% deposit) plus $6,660.00 (balance): **$7,400.00 total**

All fees paid are non-refundable. Rent and all other fees and charges due under this agreement shall be paid in US Funds by check or cash, made payable to "THE CITY OF PLATTSBURGH" and delivered or mailed to:

**City of Plattsburgh Recreation**
**52 US Oval**
**Plattsburgh, NY 12903**

The lessee agrees to return said leased equipment and/or furnishings in as good condition as when they were received, and to pay the cost of any repairs or replacement of damaged property within the (10) days of notification by the City that damage has occurred.

5- REFUSE DISPOSAL: All routine refuse must be disposed in the City's containers, and must be sorted in accordance with the City's waste recycling requirements. Any refuse that does not meet these requirements, which the lessee does not remove at the expiration of the lease, or requests the City to remove, shall be subject to an additional charge. If deemed necessary the City may require Lessee to provide additional refuse removal service (s).

6- CITY LABOR CHARGES: One City labor employee is provided by the City and included in this agreement, at no additional charge, for the times agreed upon & attached. This employee's sole duty is to maintain the cleanliness of the common areas and restrooms. This employee does not clean the lessee's property or the lessee's subcontractors' property. If the lessee requires the services of any additional City employees, the City's electrician, or other City personnel, the City shall provide these services to the lessee at the prevailing wage rates per contract with AFSCME Local 788, and the lessee hereby agrees to pay for these services promptly upon receipt of the City's bill, prior to vacating the leased premises.

7- UNIONS: If the lessee's show or event is subject to any union contract requirements, the lessee agrees to inform the City in writing of such requirements and to abide by the terms of such contracts.

8- FOOD AND BEVERAGE SALES: This lease provides the lessee the right to sell food and beverage (non-alcoholic unless proper license is obtained) at the event with proper vending permit from the City Clerk's office.

9- NON FOOD/BEVERAGE MERCHANDISE: If the event involves the sale of merchandise at retail, all vendors shall post a valid New York State sales tax identification number.

10- PROMOTER'S ASSURANCES: If the lessee is the promoter of the event, rather than the exhibitor, or main attraction at the event, the lessee guarantees that there is a valid and binding contract with the performer, exhibitor, or attraction, hereinafter referred to as "the third party contract", and agrees to provide the City with a copy of said contract upon request. If any advance payment is required under the third party contract, the City may require proof that the lessee has the financial ability to make payment when due, or that payments due have been made. The lessee acknowledges that the City has no responsibility whatsoever for the paying or assuring payment to third parties, and that the provisions of this paragraph are intended solely to assure the city that the planned event will be held as scheduled, and to permit the City to terminate this lease if it has reasonable grounds for believing the event may not be held.

11- INSURANCE: The lessee agrees to comply with the insurance requirements attached hereto, and will provide said insurance in the form of a current, valid insurance certificate on the ACORD form, naming the City as "additional insured". This certificate is due prior to the first move-in day. It is to be mailed or delivered to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

12- LIABILITY: The City shall have no liability for the loss, damage, or destruction of the lessee's property, or the property of any sub-lessee, sub-contractor, or agent of the lessee, while such property is on the leased premises, regardless of the cause of such loss, damage, or destruction. The lessee agrees to hold the city harmless and indemnify it for any claim that may be brought against the City where it is alleged that injury, death, or property damage was caused or contributed to on the leased premises during the term of this lease by any act or omission on the part of the lessee, its sub-lessee's, agents, or assigns.

13- PERMITS AND LICENSES: The lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agrees to hold the City of Plattsburgh harmless from any and all claims, losses, or expenses incurred with regard thereto.

14- DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: Upon the expiration of the term of this lease, the lessee shall surrender the premises in as good a condition as when received and shall be liable for the cost of cleaning, repairing, or replacing any part of the premises which is not surrendered is

such condition. Said repair and/or replacement must take place within ten (10) days of the City's official notification to the lessee of damage. In the event that the leased premises are damaged or destroyed by fire, a casualty or act of God, or being picketed by a labor union, the City shall have no liability to the lessee for any cost, expense, or other economic harm that it may suffer as a result of the City's inability to provide the leased premises. The City agrees that if such an event does occur, it will notify the lessee of its inability to provide the leased premises within three (3) business days of such damage or occurrence. If the lessee believes that the scheduled event cannot occur, or that the above-mentioned events will have a material adverse effect on attendance, the City shall refund any moneys paid by the lessee and the lease will be terminated, pursuant to this clause.

15- ADVICE OR ASSISTANCE BY CITY EMPLOYEES: The City shall have no liability for any advice or assistance provided by any City employee regarding the promotion, preparation, or conduct of an event. Any such advice or assistance that may be given is provided without charge and is not a service that the City is obliged to provide under this lease. No City employee has any authority to incur any costs or charges with third persons on behalf of either the lessee or the City in connection with the event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization, signed by the Mayor of the City of Plattsburgh. If the City provides the names of persons who provide a particular good or service, such information does not constitute a representation or warranty by the City that any goods or services provided by such persons will be satisfactory to the lessee.

16- SECURITY: Security of leased premises, personal property of the Lessee and those of subcontractors of the Lessee is the sole responsibility of the Lessee. The City may require the Lessee, at Lessee's expense to provide security in the form of City Police personnel, Uniformed Private Security and/or other security personnel as deemed necessary and appropriate for the event.

17- DEFAULT AND TERMINATION: The following shall constitute events of default under this lease by the lessee, and shall give the City the immediate right to terminate this lease agreement:

A. The failure to pay any rent, fee, or charge when due.
B. The filing of a petition in bankruptcy by or against the lessee.
C. Any material misrepresentation of fact.
D. Failure of third parties, contracted by the lessee, to appear at the event due to non-payment by the lessee.
E. The breach of any promise made by the lessee in this lease.
F. If the City has reason to believe that the lessee has violated a law or ordinance, or that the Promotional advertising is false or misleading.

In the event the City commences an action to recover amounts due under this lease, or to enforce rights given or reserved to the City, in addition to any monetary damages which may be adjudged due to the City, the lessee agrees to pay the City's reasonable legal fees, costs, and disbursements arising from said action.

18- ENTIRE AGREEMENT: This lease agreement, including all addenda, is the parties' entire agreement and may not be modified except in writing and signed by both parties. The rights and obligations created by this lease and the laws of the state of New York shall govern the parties' relationship as landlord and tenant.

In witness hereof, this agreement has been made as of the day and year written herein.

CITY OF PLATTSBURGH:

_____ _____

Mayor, Colin Read (Date)

LESSEE:

_____ _____

(Authorized representative) (Date)

_____ _____ _____

(Print name) (Phone #) (Fax #)

E-mail: _____

**EXHIBIT A**

# 2020 CHAMPLAIN VALLEY RV AND BOAT SHOW:

| ITEM | RATE | EVENT COST |
|---|---|---|
| EVENT DAY (S) | $1,500.00 PER DAY (min.) | 2 DAY = $3,000.00 |
| | | |
| NON-EVENT DAY (S) – CITY LABOR RATE FOR SETUP/TAKE DOWN | $100.00 PER HOUR (min.) | 23 HOURS = $2,300.00 |
| | | |
| EVENT FLOOR – PUT DOWN CHARGE | $1000.00 CHARGE (min.) | $1000.00 |
| | | |
| EVENT FLOOR – TAKEUP CHARGE | $1000.00 CHARGE (min.) | $1000.00 |
| | | |
| STAGE USAGE | $10.00 PER SECTION | NOT NEEDED |
| | | |
| TABLES USAGE | $2.00 PER TABLE | 50 = $100.00 |
| | | |
| CHAIRS USAGE | $.50 PER CHAIR | NO CHARGE |
| | | |
| ELECTRIC/WATER USAGE | NO CHARGE | NO CHARGE |
| | | |
| MISCELLANEOUS EXPENSES | NO CHARGE | NO CHARGE |
| | | |
| TOTAL | EVENT CHARGE = | $7,400.00 |

## THE CRETE CIVIC CENTER LEASE AGREEMENT

This lease agreement is made this ____ day of _____, 2020 by and between the City of Plattsburgh, a municipal corporation with offices in 41 City Hall, Plattsburgh, NY 12901 and:

**Jessica L Sears**
**Regional Operations Manager – North Division**
**NHLA Northern Home & Lifestyle Association**
**PO Box 2622**
**Plattsburgh, NY 12901**

Who is the lessee or the lessee's authorized representative, hereinafter referred to as "the Lessee". In consideration of the mutual exchange of promises set forth herein, it is agreed between the parties as follows:

1- PREMISES: The City leases to the lessee the Crete Civic Center Arena and the non-exclusive right to use the lobby, bathrooms and other common areas, including the outside grounds, for the rent and terms set forth herein, under the following conditions:

2- TERM:

| | | |
|---|---|---|
| Move in/Set up: | **March 27, 2020** | **7 AM – 3 PM** |
| Event day: | **March 28, 2020** | **7 AM – 6 PM** |
| Event day/Move out: | **March 29, 2020** | **8 AM – 6PM** |

The term of this lease expires at the end of the above move out period. If the lessee fails to vacate the leased premises on or before the expiration of this lease, the City may remove the lessee's property from the leased premises and the lessee will pay the City all costs incurred in removing and storing said property plus the sum of $75 per hour for each hour or part of a day that the lessee's or the lessee's subcontractors' property remains on the premises after the expiration of the lease term without the City's prior authorization.

3- DESCRIPTION OF EVENT: The premises are rented for the sole purpose of holding the event described as **2020 NHLA Home and Lifestyle Expo.** The City reserves the right to require additional information about the event or performance, and may require that the lessee provide promotional literature or advertising. The lessee agrees that it will not represent in any way, expressly or by implication, that the City warrants the authenticity, value, or condition of any goods or services that may be sold or displayed. The lessee is solely responsible for all material supplies and staff needed to hold the event.

4- RENT & CITY SERVICES: See attached Exhibit A sheet for 2020 NHLA Homeshow rent and City services.

A. 10% deposit upon signing this lease, which is: **$595.00**
B. The balance, **$5,355.00** is due and payable in advance of move in day.
C. The total cost is $595.00 (10% deposit) plus $5,355.00 (balance): **$5,950.00 total**

All fees paid are non-refundable. Rent and all other fees and charges due under this agreement shall be paid in US Funds by check or cash, made payable to "THE CITY OF PLATTSBURGH" and delivered or mailed to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

The lessee agrees to return said leased equipment and/or furnishings in as good condition as when they were received, and to pay the cost of any repairs or replacement of damaged property within the (10) days of notification by the City that damage has occurred.

5- REFUSE DISPOSAL: All routine refuse must be disposed in the City's containers, and must be sorted in accordance with the City's waste recycling requirements. Any refuse that does not meet these requirements, which the lessee does not remove at the expiration of the lease, or requests the City to remove, shall be subject to an additional charge. If deemed necessary the City may require Lessee to provide additional refuse removal service (s).

6- CITY LABOR CHARGES: One City labor employee is provided by the City and included in this agreement, at no additional charge, for the times agreed upon & attached. This employee's sole duty is to maintain the cleanliness of the common areas and restrooms. This employee does not clean the lessee's property or the lessee's subcontractors' property. If the lessee requires the services of any additional City employees, the City's electrician, or other City personnel, the City shall provide these services to the lessee at the prevailing wage rates per contract with AFSCME Local 788, and the lessee hereby agrees to pay for these services promptly upon receipt of the City's bill, prior to vacating the leased premises.

7- UNIONS: If the lessee's show or event is subject to any union contract requirements, the lessee agrees to inform the City in writing of such requirements and to abide by the terms of such contracts.

8- NON FOOD/BEVERAGE MERCHANDISE: If the event involves the sale of merchandise at retail, all vendors shall post a valid New York State sales tax identification number.

9- PROMOTER'S ASSURANCES: If the lessee is the promoter of the event, rather than the exhibitor, or main attraction at the event, the lessee guarantees that there is a valid and binding contract with the performer, exhibitor, or attraction, hereinafter referred to as "the third party contract", and agrees to provide the City with a copy of said contract upon request. If any advance payment is required under the third party contract, the City may require proof that the lessee has the financial ability to make payment when due, or that payments due have been made. The lessee acknowledges that the City has no responsibility whatsoever for the paying or assuring payment to third parties, and that the provisions of this paragraph are intended solely to assure the city that the planned event will be held as scheduled, and to permit the City to terminate this lease if it has reasonable grounds for believing the event may not be held.

10- INSURANCE: The lessee agrees to comply with the insurance requirements attached hereto, and will provide said insurance in the form of a current, valid insurance certificate on the ACORD form, naming the City as "additional insured". This certificate is due prior to the first move-in day. It is to be mailed or delivered to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

11- LIABILITY: The City shall have no liability for the loss, damage, or destruction of the lessee's property, or the property of any sub-lessee, sub-contractor, or agent of the lessee, while such property is on the leased premises, regardless of the cause of such loss, damage, or destruction. The lessee agrees to hold the city harmless and indemnify it for any claim that may be brought against the City where it is alleged that injury, death, or property damage was caused or contributed to on the leased premises during the term of this lease by any act or omission on the part of the lessee, its sub-lessee's, agents, or assigns.

12- PERMITS AND LICENSES: The lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agrees to hold the City of Plattsburgh harmless from any and all claims, losses, or expenses incurred with regard thereto.

13- DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: Upon the expiration of the term of this lease, the lessee shall surrender the premises in as good a condition as when received and shall be liable for the cost of cleaning, repairing, or replacing any part of the premises which is not surrendered is such condition. Said repair and/or replacement must take place within ten (10) days of the City's official notification to the lessee of damage. In the event that the leased premises are damaged or destroyed by fire, a casualty or act of God, or being picketed by a labor union, the City shall have no liability to the lessee for any cost, expense, or other economic harm that it may suffer as a result of the City's inability to provide the leased premises. The City agrees that if such an event does occur, it will notify the lessee of its inability to provide the leased premises within three (3) business days of such damage or occurrence. If the lessee

believes that the scheduled event cannot occur, or that the above-mentioned events will have a material adverse effect on attendance, the City shall refund any moneys paid by the lessee and the lease will be terminated, pursuant to this clause.

14- ADVICE OR ASSISTANCE BY CITY EMPLOYEES: The City shall have no liability for any advice or assistance provided by any City employee regarding the promotion, preparation, or conduct of an event. Any such advice or assistance that may be given is provided without charge and is not a service that the City is obliged to provide under this lease. No City employee has any authority to incur any costs or charges with third persons on behalf of either the lessee or the City in connection with the event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization, signed by the Mayor of the City of Plattsburgh. If the City provides the names of persons who provide a particular good or service, such information does not constitute a representation or warranty by the City that any goods or services provided by such persons will be satisfactory to the lessee.

15- SECURITY: Security of leased premises, personal property of the Lessee and those of subcontractors of the Lessee is the sole responsibility of the Lessee. The City may require the Lessee, at Lessee's expense to provide security in the form of City Police personnel, Uniformed Private Security and/or other security personnel as deemed necessary and appropriate for the event.

16- DEFAULT AND TERMINATION: The following shall constitute events of default under this lease by the lessee, and shall give the City the immediate right to terminate this lease agreement:

A. The failure to pay any rent, fee, or charge when due.
B. The filing of a petition in bankruptcy by or against the lessee.
C. Any material misrepresentation of fact.
D. Failure of third parties, contracted by the lessee, to appear at the event due to non-payment by the lessee.
E. The breach of any promise made by the lessee in this lease.
F. If the City has reason to believe that the lessee has violated a law or ordinance, or that the Promotional advertising is false or misleading.

In the event the City commences an action to recover amounts due under this lease, or to enforce rights given or reserved to the City, in addition to any monetary damages, which may be adjudged due to the City, the lessee agrees to pay the City's reasonable legal fees, costs, and disbursements arising from said action. The City also has the right to terminate contract if the host site is deemed unsuitable.

18- ENTIRE AGREEMENT: This lease agreement, including all addenda, is the parties' entire agreement and may not be modified except in writing and signed by both parties. The rights and obligations created by this lease and the laws of the state of New York shall govern the parties' relationship as landlord and tenant.

In witness hereof, this agreement has been made as of the day and year written herein.

CITY OF PLATTSBURGH:

_____ _____

Mayor, Colin Read (Date)

LESSEE:

_____ _____

(Authorized representative) (Date)

_____ _____ _____

(Print name) (Phone #) (Fax #)

E-mail: _____

**EXHIBIT A**

# 2020 NHLA HOMESHOW EVENT RENT AND SERVICES:

| ITEM | RATE | EVENT COST |
|---|---|---|
| EVENT DAY (S) | $1,500.00 PER DAY (min.) | 2 DAY = $3,000.00 |
| | | |
| NON-EVENT DAY (S) – CITY LABOR RATE FOR SETUP/TAKE DOWN | $100 PER HOUR (min.) | 8 HOURS = $800.00 |
| | | |
| EVENT FLOOR – PUT DOWN CHARGE | $1000.00 CHARGE (min.) | $1,000.00 |
| | | |
| EVENT FLOOR – TAKEUP CHARGE | $1000.00 CHARGE (min.) | $1,000.00 |
| | | |
| STAGE USAGE | $10.00 PER SECTION | NOT NEEDED |
| | | |
| TABLES USAGE | $2.00 PER TABLE | 60 = $120 |
| | | |
| CHAIRS USAGE | $.50 PER CHAIR | 100 = $50 |
| | | |
| ELECTRIC/WATER USAGE | NO CHARGE | NO CHARGE |
| | | |
| MISCELLANEOUS EXPENSES | NO CHARGE | NO CHARGE |
| | | |
| TOTAL | EVENT CHARGE = | $5,950.00 |

# THE CRETE CIVIC CENTER LEASE AGREEMENT

This lease agreement is made this ____ day of _____, 2020 by and between the City of Plattsburgh, a municipal corporation with offices in 41 City Hall, Plattsburgh, NY 12901 and:

**Builder's Supply Auction**
**Ronald Wheeler**
**4252 Montezuma Course,**
**Liverpool, NY 13090**
**(315) 382-1170**
**Wheels2@twcny.rr.com**

Who is the lessee or the lessee's authorized representative, hereinafter referred to as "the Lessee". In consideration of the mutual exchange of promises set forth herein, it is agreed between the parties as follows:

1- PREMISES: The City leases to the lessee the Crete Civic Center Arena and the non-exclusive right to use the lobby, bathrooms and other common areas, including the outside grounds, for the rent and terms set forth herein, under the following conditions:

2- TERM:

| | | |
|---|---|---|
| Move in/Set up: | **April 30, 2020** | **2 PM – 8 PM** |
| Move in/Set up: | **May 1, 2020** | **2 PM – 8 PM** |
| Event day/Move out: | **May 2, 2020** | **7 AM – 10 PM** |

The term of this lease expires at the end of the above move out period. If the lessee fails to vacate the leased premises on or before the expiration of this lease, the City may remove the lessee's property from the leased premises and the lessee will pay the City all costs incurred in removing and storing said property plus the sum of $75 per hour for each hour or part of a day that the lessee's or the lessee's subcontractors' property remains on the premises after the expiration of the lease term without the City's prior authorization.

3- DESCRIPTION OF EVENT: The premises are rented for the sole purpose of holding the event described as **2020 Spring Builder's Supply Auction.** The City reserves the right to require additional information about the event or performance, and may require that the lessee provide promotional literature or advertising. The lessee agrees that it will not represent in any way, expressly or by implication, that the City warrants the authenticity, value, or condition of any goods or services that may be sold or displayed. The lessee is solely responsible for all material supplies and staff needed to hold the event.

4- RENT & CITY SERVICES: See attached Exhibit A sheet for 2020 Spring Builder's Suppply event rent and City services.

A. 10% deposit upon signing this lease, which is: **$281.50**
B. The balance, **$2,815.00** is due and payable in advance of move in day.
C. The total cost is $281.50 (10% deposit) plus $2,266.20 (balance): **$2,815.00 total**

All fees paid are non-refundable. Rent and all other fees and charges due under this agreement shall be paid in US Funds by check or cash, made payable to "THE CITY OF PLATTSBURGH" and delivered or mailed to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

The lessee agrees to return said leased equipment and/or furnishings in as good condition as when they were received, and to pay the cost of any repairs or replacement of damaged property within the (10) days of notification by the City that damage has occurred.

5- REFUSE DISPOSAL: All routine refuse must be disposed in the City's containers, and must be sorted in accordance with the City's waste recycling requirements. Any refuse that does not meet these requirements, which the lessee does not remove at the expiration of the lease, or requests the City to remove, shall be subject to an additional charge. If deemed necessary the City may require Lessee to provide additional refuse removal service (s).

6- CITY LABOR CHARGES: One City labor employee is provided by the City and included in this agreement, at no additional charge, for the times agreed upon & attached. This employee's sole duty is to maintain the cleanliness of the common areas and restrooms. This employee does not clean the lessee's property or the lessee's subcontractors' property. If the lessee requires the services of any additional City employees, the City's electrician, or other City personnel, the City shall provide these services to the lessee at the prevailing wage rates per contract with AFSCME Local 788, and the lessee hereby agrees to pay for these services promptly upon receipt of the City's bill, prior to vacating the leased premises.

7- UNIONS: If the lessee's show or event is subject to any union contract requirements, the lessee agrees to inform the City in writing of such requirements and to abide by the terms of such contracts.

8- FOOD AND BEVERAGE SALES: This lease provides the lessee the right to sell food and beverage (non-alcoholic unless proper license is obtained) at the event with proper vending permit from the City Clerk's office.

9- NON FOOD/BEVERAGE MERCHANDISE: If the event involves the sale of merchandise at retail, all vendors shall post a valid New York State sales tax identification number.

10- PROMOTER'S ASSURANCES: If the lessee is the promoter of the event, rather than the exhibitor, or main attraction at the event, the lessee guarantees that there is a valid and binding contract with the performer, exhibitor, or attraction, hereinafter referred to as "the third party contract", and agrees to provide the City with a copy of said contract upon request. If any advance payment is required under the third party contract, the City may require proof that the lessee has the financial ability to make payment when due, or that payments due have been made. The lessee acknowledges that the City has no responsibility whatsoever for the paying or assuring payment to third parties, and that the provisions of this paragraph are intended solely to assure the city that the planned event will be held as scheduled, and to permit the City to terminate this lease if it has reasonable grounds for believing the event may not be held.

11- INSURANCE: The lessee agrees to comply with the insurance requirements attached hereto, and will provide said insurance in the form of a current, valid insurance certificate on the ACORD form, naming the City as "additional insured". This certificate is due prior to the first move-in day. It is to be mailed or delivered to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

12- LIABILITY: The City shall have no liability for the loss, damage, or destruction of the lessee's property, or the property of any sub-lessee, sub-contractor, or agent of the lessee, while such property is on the leased premises, regardless of the cause of such loss, damage, or destruction. The lessee agrees to hold the city harmless and indemnify it for any claim that may be brought against the City where it is alleged that injury, death, or property damage was caused or contributed to on the leased premises during the term of this lease by any act or omission on the part of the lessee, its sub-lessee's, agents, or assigns.

13- PERMITS AND LICENSES: The lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agrees to hold the City of Plattsburgh harmless from any and all claims, losses, or expenses incurred with regard thereto.

14- DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: Upon the expiration of the term of this lease, the lessee shall surrender the premises in as good a condition as when received and shall be liable for the cost of cleaning, repairing, or replacing any part of the premises which is not surrendered is such condition. Said repair and/or replacement must take place within ten (10) days of the City's official

notification to the lessee of damage. In the event that the leased premises are damaged or destroyed by fire, a casualty or act of God, or being picketed by a labor union, the City shall have no liability to the lessee for any cost, expense, or other economic harm that it may suffer as a result of the City's inability to provide the leased premises. The City agrees that if such an event does occur, it will notify the lessee of its inability to provide the leased premises within three (3) business days of such damage or occurrence. If the lessee believes that the scheduled event cannot occur, or that the above-mentioned events will have a material adverse effect on attendance, the City shall refund any moneys paid by the lessee and the lease will be terminated, pursuant to this clause.

15- ADVICE OR ASSISTANCE BY CITY EMPLOYEES: The City shall have no liability for any advice or assistance provided by any City employee regarding the promotion, preparation, or conduct of an event. Any such advice or assistance that may be given is provided without charge and is not a service that the City is obliged to provide under this lease. No City employee has any authority to incur any costs or charges with third persons on behalf of either the lessee or the City in connection with the event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization, signed by the Mayor of the City of Plattsburgh. If the City provides the names of persons who provide a particular good or service, such information does not constitute a representation or warranty by the City that any goods or services provided by such persons will be satisfactory to the lessee.

16- SECURITY: Security of leased premises, personal property of the Lessee and those of subcontractors of the Lessee is the sole responsibility of the Lessee. The City may require the Lessee, at Lessee's expense to provide security in the form of City Police personnel, Uniformed Private Security and/or other security personnel as deemed necessary and appropriate for the event.

17- DEFAULT AND TERMINATION: The following shall constitute events of default under this lease by the lessee, and shall give the City the immediate right to terminate this lease agreement:

A. The failure to pay any rent, fee, or charge when due.
B. The filing of a petition in bankruptcy by or against the lessee.
C. Any material misrepresentation of fact.
D. Failure of third parties, contracted by the lessee, to appear at the event due to non-payment by the lessee.
E. The breach of any promise made by the lessee in this lease.
F. If the City has reason to believe that the lessee has violated a law or ordinance, or that the Promotional advertising is false or misleading.

In the event the City commences an action to recover amounts due under this lease, or to enforce rights given or reserved to the City, in addition to any monetary damages which may be adjudged due to the City, the lessee agrees to pay the City's reasonable legal fees, costs, and disbursements arising from said action.

18- ENTIRE AGREEMENT: This lease agreement, including all addenda, is the parties' entire agreement and may not be modified except in writing and signed by both parties. The rights and obligations created by this lease and the laws of the state of New York shall govern the parties' relationship as landlord and tenant.

In witness hereof, this agreement has been made as of the day and year written herein.

CITY OF PLATTSBURGH:

_____ _____

Mayor, Colin Read (Date)

LESSEE:

_____ _____

(Authorized representative) (Date)

_____ _____ _____

(Print name) (Phone #) (Fax #)

E-mail: _____

**EXHIBIT A**

# CRETE CENTER EVENT RATES:

## SPRING BUILDER'S AUCTION SHOW 2020

| ITEM | RATE | EVENT COST |
|---|---|---|
| EVENT DAY (S) | $1,500.00 PER DAY (min.) | $1,500.00 |
| | | |
| NON-EVENT DAY (S) – CITY LABOR RATE FOR SETUP/TAKE DOWN | $100.00 PER HOUR (min.) | 12 = $1,200.00 |
| | | |
| EVENT FLOOR – PUT DOWN CHARGE | $1000.00 CHARGE (min.) | NO CHARGE – DOWN |
| | | |
| EVENT FLOOR – TAKEUP CHARGE | $1000.00 CHARGE (min.) | NO CHARGE – STAYS DOWN |
| | | |
| STAGE USAGE | $10.00 PER SECTION | NO CHARGE |
| | | |
| TABLES USAGE (UP TO 55) | $2.00 PER TABLE | 50 = $100.00 |
| | | |
| CHAIRS USAGE (UP TO 300) | $.50 PER CHAIR | 30 = $15.00 |
| | | |
| ELECTRIC/WATER USAGE | NO CHARGE | NO CHARGE |
| | | |
| MISCELLANEOUS EXPENSES | NO CHARGE | NO CHARGE |
| | | |
| TOTAL | EVENT CHARGE = | $2,815.00 |

## THE CRETE CIVIC CENTER LEASE AGREEMENT

This lease agreement is made this ____ day of _____, 2020 by and between the City of Plattsburgh, a municipal corporation with offices in 41 City Hall, Plattsburgh, NY 12901 and:

**Builder's Supply Auction**
**Ronald Wheeler**
**4252 Montezuma Course,**
**Liverpool, NY 13090**
**(315) 382-1170**
**Wheels2@twcny.rr.com**

Who is the lessee or the lessee's authorized representative, hereinafter referred to as "the Lessee". In consideration of the mutual exchange of promises set forth herein, it is agreed between the parties as follows:

1- PREMISES: The City leases to the lessee the Crete Civic Center Arena and the non-exclusive right to use the lobby, bathrooms and other common areas, including the outside grounds, for the rent and terms set forth herein, under the following conditions:

2- TERM:

| | | |
|---|---|---|
| Move in/Set up: | **September 3, 2020** | **2 PM – 8 PM** |
| Move in/Set up: | **September 4, 2020** | **2 PM – 8 PM** |
| Event day/Move out: | **September 5, 2020** | **7 AM – 10 PM** |

The term of this lease expires at the end of the above move out period. If the lessee fails to vacate the leased premises on or before the expiration of this lease, the City may remove the lessee's property from the leased premises and the lessee will pay the City all costs incurred in removing and storing said property plus the sum of $75 per hour for each hour or part of a day that the lessee's or the lessee's subcontractors' property remains on the premises after the expiration of the lease term without the City's prior authorization.

3- DESCRIPTION OF EVENT: The premises are rented for the sole purpose of holding the event described as **2020 Fall Builder's Supply Auction.** The City reserves the right to require additional information about the event or performance, and may require that the lessee provide promotional literature or advertising. The lessee agrees that it will not represent in any way, expressly or by implication, that the City warrants the authenticity, value, or condition of any goods or services that may be sold or displayed. The lessee is solely responsible for all material supplies and staff needed to hold the event.

4- RENT & CITY SERVICES: See attached Exhibit A sheet for 2020 Fall Builder's Show event rent and City services.

A. 10% deposit upon signing this lease, which is: **$281.50**
B. The balance, **$2,533.50** is due and payable in advance of move in day.
C. The total cost is $281.50 (10% deposit) plus $2,533.50 (balance): **$2,815.00 total**

All fees paid are non-refundable. Rent and all other fees and charges due under this agreement shall be paid in US Funds by check or cash, made payable to "THE CITY OF PLATTSBURGH" and delivered or mailed to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

The lessee agrees to return said leased equipment and/or furnishings in as good condition as when they were received, and to pay the cost of any repairs or replacement of damaged property within the (10) days of notification by the City that damage has occurred.

5- REFUSE DISPOSAL: All routine refuse must be disposed in the City's containers, and must be sorted in accordance with the City's waste recycling requirements. Any refuse that does not meet these requirements, which the lessee does not remove at the expiration of the lease, or requests the City to remove, shall be subject to an additional charge. If deemed necessary the City may require Lessee to provide additional refuse removal service (s).

6- CITY LABOR CHARGES: One City labor employee is provided by the City and included in this agreement, at no additional charge, for the times agreed upon & attached. This employee's sole duty is to maintain the cleanliness of the common areas and restrooms. This employee does not clean the lessee's property or the lessee's subcontractors' property. If the lessee requires the services of any additional City employees, the City's electrician, or other City personnel, the City shall provide these services to the lessee at the prevailing wage rates per contract with AFSCME Local 788, and the lessee hereby agrees to pay for these services promptly upon receipt of the City's bill, prior to vacating the leased premises.

7- UNIONS: If the lessee's show or event is subject to any union contract requirements, the lessee agrees to inform the City in writing of such requirements and to abide by the terms of such contracts.

8- FOOD AND BEVERAGE SALES: This lease provides the lessee the right to sell food and beverage (non-alcoholic unless proper license is obtained) at the event with proper vending permit from the City Clerk's office.

9- NON FOOD/BEVERAGE MERCHANDISE: If the event involves the sale of merchandise at retail, all vendors shall post a valid New York State sales tax identification number.

10- PROMOTER'S ASSURANCES: If the lessee is the promoter of the event, rather than the exhibitor, or main attraction at the event, the lessee guarantees that there is a valid and binding contract with the performer, exhibitor, or attraction, hereinafter referred to as "the third party contract", and agrees to provide the City with a copy of said contract upon request. If any advance payment is required under the third party contract, the City may require proof that the lessee has the financial ability to make payment when due, or that payments due have been made. The lessee acknowledges that the City has no responsibility whatsoever for the paying or assuring payment to third parties, and that the provisions of this paragraph are intended solely to assure the city that the planned event will be held as scheduled, and to permit the City to terminate this lease if it has reasonable grounds for believing the event may not be held.

11- INSURANCE: The lessee agrees to comply with the insurance requirements attached hereto, and will provide said insurance in the form of a current, valid insurance certificate on the ACORD form, naming the City as "additional insured". This certificate is due prior to the first move-in day. It is to be mailed or delivered to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

12- LIABILITY: The City shall have no liability for the loss, damage, or destruction of the lessee's property, or the property of any sub-lessee, sub-contractor, or agent of the lessee, while such property is on the leased premises, regardless of the cause of such loss, damage, or destruction. The lessee agrees to hold the city harmless and indemnify it for any claim that may be brought against the City where it is alleged that injury, death, or property damage was caused or contributed to on the leased premises during the term of this lease by any act or omission on the part of the lessee, its sub-lessee's, agents, or assigns.

13- PERMITS AND LICENSES: The lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agrees to hold the City of Plattsburgh harmless from any and all claims, losses, or expenses incurred with regard thereto.

14- DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: Upon the expiration of the term of this lease, the lessee shall surrender the premises in as good a condition as when received and shall be liable for the cost of cleaning, repairing, or replacing any part of the premises which is not surrendered is such condition. Said repair and/or replacement must take place within ten (10) days of the City's official

notification to the lessee of damage. In the event that the leased premises are damaged or destroyed by fire, a casualty or act of God, or being picketed by a labor union, the City shall have no liability to the lessee for any cost, expense, or other economic harm that it may suffer as a result of the City's inability to provide the leased premises. The City agrees that if such an event does occur, it will notify the lessee of its inability to provide the leased premises within three (3) business days of such damage or occurrence. If the lessee believes that the scheduled event cannot occur, or that the above-mentioned events will have a material adverse effect on attendance, the City shall refund any moneys paid by the lessee and the lease will be terminated, pursuant to this clause.

15- ADVICE OR ASSISTANCE BY CITY EMPLOYEES: The City shall have no liability for any advice or assistance provided by any City employee regarding the promotion, preparation, or conduct of an event. Any such advice or assistance that may be given is provided without charge and is not a service that the City is obliged to provide under this lease. No City employee has any authority to incur any costs or charges with third persons on behalf of either the lessee or the City in connection with the event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization, signed by the Mayor of the City of Plattsburgh. If the City provides the names of persons who provide a particular good or service, such information does not constitute a representation or warranty by the City that any goods or services provided by such persons will be satisfactory to the lessee.

16- SECURITY: Security of leased premises, personal property of the Lessee and those of subcontractors of the Lessee is the sole responsibility of the Lessee. The City may require the Lessee, at Lessee's expense to provide security in the form of City Police personnel, Uniformed Private Security and/or other security personnel as deemed necessary and appropriate for the event.

17- DEFAULT AND TERMINATION: The following shall constitute events of default under this lease by the lessee, and shall give the City the immediate right to terminate this lease agreement:

A. The failure to pay any rent, fee, or charge when due.
B. The filing of a petition in bankruptcy by or against the lessee.
C. Any material misrepresentation of fact.
D. Failure of third parties, contracted by the lessee, to appear at the event due to non-payment by the lessee.
E. The breach of any promise made by the lessee in this lease.
F. If the City has reason to believe that the lessee has violated a law or ordinance, or that the Promotional advertising is false or misleading.

In the event the City commences an action to recover amounts due under this lease, or to enforce rights given or reserved to the City, in addition to any monetary damages which may be adjudged due to the City, the lessee agrees to pay the City's reasonable legal fees, costs, and disbursements arising from said action.

18- ENTIRE AGREEMENT: This lease agreement, including all addenda, is the parties' entire agreement and may not be modified except in writing and signed by both parties. The rights and obligations created by this lease and the laws of the state of New York shall govern the parties' relationship as landlord and tenant.

In witness hereof, this agreement has been made as of the day and year written herein.

CITY OF PLATTSBURGH:

_____ _____

Mayor, Colin Read (Date)

LESSEE:

_____ _____

(Authorized representative) (Date)

_____ _____ _____

(Print name) (Phone #) (Fax #)

E-mail: _____

**EXHIBIT A**

# CRETE CENTER EVENT RATES:

## FALL BUILDER'S AUCTION SHOW 2020

| ITEM | RATE | EVENT COST |
|---|---|---|
| EVENT DAY (S) | $1,500.00 PER DAY (min.) | $1,500.00 |
| | | |
| NON-EVENT DAY (S) – CITY LABOR RATE FOR SETUP/TAKE DOWN | $100.00 PER HOUR (min.) | 12 = $1,200.00 |
| | | |
| EVENT FLOOR – PUT DOWN CHARGE | $1000.00 CHARGE (min.) | NO CHARGE – DOWN |
| | | |
| EVENT FLOOR – TAKEUP CHARGE | $1000.00 CHARGE (min.) | NO CHARGE – STAYS DOWN |
| | | |
| STAGE USAGE | $10.00 PER SECTION | NO CHARGE |
| | | |
| TABLES USAGE (UP TO 55) | $2.00 PER TABLE | 50 = $100.00 |
| | | |
| CHAIRS USAGE (UP TO 300) | $.50 PER CHAIR | 30 = $15.00 |
| | | |
| ELECTRIC/WATER USAGE | NO CHARGE | NO CHARGE |
| | | |
| MISCELLANEOUS EXPENSES | NO CHARGE | NO CHARGE |
| | | |
| TOTAL | EVENT CHARGE = | $2,815.00 |

**THE CRETE CIVIC CENTER LEASE AGREEMENT**

This lease agreement is made this ____ day of _____, 2020_ by and between the City of Plattsburgh, a municipal corporation with offices in 41 City Hall, Plattsburgh, NY 12901 and:

**Plattsburgh Comic-con**
**Samuel Chase**
**239 White Birch Estates,**
**Fort Edward, NY 12828**
**(518) 260-1755**
**plattsburghcomiccon@outlook.com**

Who is the lessee or the lessee's authorized representative, hereinafter referred to as "the Lessee". In consideration of the mutual exchange of promises set forth herein, it is agreed between the parties as follows:

1- PREMISES: The City leases to the lessee the Crete Civic Center Arena and the non-exclusive right to use the lobby, bathrooms and other common areas, including the outside grounds, for the rent and terms set forth herein, under the following conditions:

2- TERM:

| | | |
|---|---|---|
| Move in/Set up: | **September 18, 2020** | **2 PM – 7 PM** |
| Event day/usage hours: | **September 19, 2020** | **5 AM - 7 PM** |
| Event day/Move out: | **September 20, 2020** | **6 AM – 8 PM** |

The term of this lease expires at the end of the above move out period. If the lessee fails to vacate the leased premises on or before the expiration of this lease, the City may remove the lessee's property from the leased premises and the lessee will pay the City all costs incurred in removing and storing said property plus the sum of $75 per hour for each hour or part of a day that the lessee's or the lessee's subcontractors' property remains on the premises after the expiration of the lease term without the City's prior authorization.

3- DESCRIPTION OF EVENT: The premises are rented for the sole purpose of holding the event described as **2020 Plattsburgh Comic Con.** The City reserves the right to require additional information about the event or performance, and may require that the lessee provide promotional literature or advertising. The lessee agrees that it will not represent in any way, expressly or by implication, that the City warrants the authenticity, value, or condition of any goods or services that may be sold or displayed. The lessee is solely responsible for all material supplies and staff needed to hold the event.

4- RENT & CITY SERVICES: See attached Exhibit A sheet for 2020 comic con event rent and City services.

A. 10% deposit upon signing this lease, which is: **$376.50**
B. The balance, **$3,388.50** is due and payable in advance of move in day.
C. The total cost is $376.50 (10% deposit) plus $3,388.50 (balance): **$3,765.00 total**

All fees paid are non-refundable. Rent and all other fees and charges due under this agreement shall be paid in US Funds by check or cash, made payable to "THE CITY OF PLATTSBURGH" and delivered or mailed to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

The lessee agrees to return said leased equipment and/or furnishings in as good condition as when they were received, and to pay the cost of any repairs or replacement of damaged property within the (10) days of notification by the City that damage has occurred.

5- REFUSE DISPOSAL: All routine refuse must be disposed in the City's containers, and must be sorted in accordance with the City's waste recycling requirements. Any refuse that does not meet these requirements, which the lessee does not remove at the expiration of the lease, or requests the City to remove, shall be subject to an additional charge. If deemed necessary the City may require Lessee to provide additional refuse removal service (s).

6- CITY LABOR CHARGES: One City labor employee is provided by the City and included in this agreement, at no additional charge, for the times agreed upon & attached. This employee's sole duty is to maintain the cleanliness of the common areas and restrooms. This employee does not clean the lessee's property or the lessee's subcontractors' property. If the lessee requires the services of any additional City employees, the City's electrician, or other City personnel, the City shall provide these services to the lessee at the prevailing wage rates per contract with AFSCME Local 788, and the lessee hereby agrees to pay for these services promptly upon receipt of the City's bill, prior to vacating the leased premises.

7- UNIONS: If the lessee's show or event is subject to any union contract requirements, the lessee agrees to inform the City in writing of such requirements and to abide by the terms of such contracts.

8- FOOD AND BEVERAGE SALES: This lease provides the lessee the right to sell food and beverage (non-alcoholic unless proper license is obtained) at the event with proper vending permit from the City Clerk's office.

9- NON FOOD/BEVERAGE MERCHANDISE: If the event involves the sale of merchandise at retail, all vendors shall post a valid New York State sales tax identification number.

10- PROMOTER'S ASSURANCES: If the lessee is the promoter of the event, rather than the exhibitor, or main attraction at the event, the lessee guarantees that there is a valid and binding contract with the performer, exhibitor, or attraction, hereinafter referred to as "the third party contract", and agrees to provide the City with a copy of said contract upon request. If any advance payment is required under the third party contract, the City may require proof that the lessee has the financial ability to make payment when due, or that payments due have been made. The lessee acknowledges that the City has no responsibility whatsoever for the paying or assuring payment to third parties, and that the provisions of this paragraph are intended solely to assure the city that the planned event will be held as scheduled, and to permit the City to terminate this lease if it has reasonable grounds for believing the event may not be held.

11- INSURANCE: The lessee agrees to comply with the insurance requirements attached hereto, and will provide said insurance in the form of a current, valid insurance certificate on the ACORD form, naming the City as "additional insured". This certificate is due prior to the first move-in day. It is to be mailed or delivered to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

12- LIABILITY: The City shall have no liability for the loss, damage, or destruction of the lessee's property, or the property of any sub-lessee, sub-contractor, or agent of the lessee, while such property is on the leased premises, regardless of the cause of such loss, damage, or destruction. The lessee agrees to hold the city harmless and indemnify it for any claim that may be brought against the City where it is alleged that injury, death, or property damage was caused or contributed to on the leased premises during the term of this lease by any act or omission on the part of the lessee, its sub-lessee's, agents, or assigns.

13- PERMITS AND LICENSES: The lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agrees to hold the City of Plattsburgh harmless from any and all claims, losses, or expenses incurred with regard thereto.

14- DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: Upon the expiration of the term of this lease, the lessee shall surrender the premises in as good a condition as when received and shall be liable for the cost of cleaning, repairing, or replacing any part of the premises which is not surrendered is such condition. Said repair and/or replacement must take place within ten (10) days of the City's official

notification to the lessee of damage. In the event that the leased premises are damaged or destroyed by fire, a casualty or act of God, or being picketed by a labor union, the City shall have no liability to the lessee for any cost, expense, or other economic harm that it may suffer as a result of the City's inability to provide the leased premises. The City agrees that if such an event does occur, it will notify the lessee of its inability to provide the leased premises within three (3) business days of such damage or occurrence. If the lessee believes that the scheduled event cannot occur, or that the above-mentioned events will have a material adverse effect on attendance, the City shall refund any moneys paid by the lessee and the lease will be terminated, pursuant to this clause.

15- ADVICE OR ASSISTANCE BY CITY EMPLOYEES: The City shall have no liability for any advice or assistance provided by any City employee regarding the promotion, preparation, or conduct of an event. Any such advice or assistance that may be given is provided without charge and is not a service that the City is obliged to provide under this lease. No City employee has any authority to incur any costs or charges with third persons on behalf of either the lessee or the City in connection with the event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization, signed by the Mayor of the City of Plattsburgh. If the City provides the names of persons who provide a particular good or service, such information does not constitute a representation or warranty by the City that any goods or services provided by such persons will be satisfactory to the lessee.

16- SECURITY: Security of leased premises, personal property of the Lessee and those of subcontractors of the Lessee is the sole responsibility of the Lessee. The City may require the Lessee, at Lessee's expense to provide security in the form of City Police personnel, Uniformed Private Security and/or other security personnel as deemed necessary and appropriate for the event.

17- DEFAULT AND TERMINATION: The following shall constitute events of default under this lease by the lessee, and shall give the City the immediate right to terminate this lease agreement:

A. The failure to pay any rent, fee, or charge when due.
B. The filing of a petition in bankruptcy by or against the lessee.
C. Any material misrepresentation of fact.
D. Failure of third parties, contracted by the lessee, to appear at the event due to non-payment by the lessee.
E. The breach of any promise made by the lessee in this lease.
F. If the City has reason to believe that the lessee has violated a law or ordinance, or that the Promotional advertising is false or misleading.

In the event the City commences an action to recover amounts due under this lease, or to enforce rights given or reserved to the City, in addition to any monetary damages which may be adjudged due to the City, the lessee agrees to pay the City's reasonable legal fees, costs, and disbursements arising from said action.

18- ENTIRE AGREEMENT: This lease agreement, including all addenda, is the parties' entire agreement and may not be modified except in writing and signed by both parties. The rights and obligations created by this lease and the laws of the state of New York shall govern the parties' relationship as landlord and tenant.

In witness hereof, this agreement has been made as of the day and year written herein.

CITY OF PLATTSBURGH:

_____ _____

Mayor, Colin Read (Date)

LESSEE:

_____ _____

(Authorized representative) (Date)

_____ _____ _____

(Print name) (Phone #) (Fax #)

E-mail: _____

**EXHIBIT A**

# 2020 COMIC CON EVENT RENT AND SERVICES:

| ITEM | RATE | EVENT COST |
|---|---|---|
| EVENT DAY (S) | $1,500.00 PER DAY (min.) | 2 DAYS = $3,000.00 |
| | | |
| NON-EVENT DAY (S) – CITY LABOR RATE FOR SETUP/TAKE DOWN | $100.00 PER HOUR (min.) | 5 HOURS = $500 |
| | | |
| EVENT FLOOR – PUT DOWN CHARGE | $1000.00 CHARGE (min.) | FLOOR DOWN = NO CHARGE |
| | | |
| EVENT FLOOR – TAKEUP CHARGE | $1000.00 CHARGE (min.) | FLOOR STAYS DOWN = NO CHARGE |
| | | |
| STAGE USAGE | $10.00 PER SECTION | NO CHARGE |
| | | |
| TABLES USAGE | $2.00 PER TABLE | 60 TABLES = $120.00 |
| | | |
| CHAIRS USAGE | $.50 PER CHAIR | 290 CHAIRS = $145.00 |
| | | |
| ELECTRIC/WATER USAGE | NO CHARGE | NO CHARGE |
| | | |
| MISCELLANEOUS EXPENSES | NO CHARGE | NO CHARGE |
| | | |
| TOTAL | EVENT CHARGE = | $3,765.00 |

# THE CRETE CIVIC CENTER LEASE AGREEMENT

This lease agreement is made this ____ day of _____, 2020_ by and between the City of Plattsburgh, a municipal corporation with offices in 41 City Hall, Plattsburgh, NY 12901 and:

**Adirondack Detecting**
**Peter Sorrell II**
**PO BOX 202**
**Lyon Mountain, 12952**
**(518) 802-7532**
**adirondackdetecting@gmail.com**

Who is the lessee or the lessee's authorized representative, hereinafter referred to as "the Lessee". In consideration of the mutual exchange of promises set forth herein, it is agreed between the parties as follows:

1- PREMISES: The City leases to the lessee the Crete Civic Center Arena and the non-exclusive right to use the lobby, bathrooms and other common areas, including the outside grounds, for the rent and terms set forth herein, under the following conditions:

2- TERM:

| | | |
|---|---|---|
| Move in/Set up: | **October 8, 2020** | **5PM – 9 PM** |
| Event day/Move out: | **October 9, 2020** | **3PM - 10 PM** |

The term of this lease expires at the end of the above move out period. If the lessee fails to vacate the leased premises on or before the expiration of this lease, the City may remove the lessee's property from the leased premises and the lessee will pay the City all costs incurred in removing and storing said property plus the sum of $75 per hour for each hour or part of a day that the lessee's or the lessee's subcontractors' property remains on the premises after the expiration of the lease term without the City's prior authorization.

3- DESCRIPTION OF EVENT: The premises are rented for the sole purpose of holding the event described as **2020 DIGSTOCK.** The City reserves the right to require additional information about the event or performance, and may require that the lessee provide promotional literature or advertising. The lessee agrees that it will not represent in any way, expressly or by implication, that the City warrants the authenticity, value, or condition of any goods or services that may be sold or displayed. The lessee is solely responsible for all material supplies and staff needed to hold the event.

4- RENT & CITY SERVICES: See attached Exhibit A sheet for 2020 Digstock event rent and City services.

A. 10% deposit upon signing this lease, which is: **$206.00**
B. The balance, **$1,854.00** is due and payable in advance of move in day.
C. The total cost is $206.00 (10% deposit) plus $1,854.00 (balance): **$2,060.00 total**

All fees paid are non-refundable. Rent and all other fees and charges due under this agreement shall be paid in US Funds by check or cash, made payable to "THE CITY OF PLATTSBURGH" and delivered or mailed to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

The lessee agrees to return said leased equipment and/or furnishings in as good condition as when they were received, and to pay the cost of any repairs or replacement of damaged property within the (10) days of notification by the City that damage has occurred.

5- REFUSE DISPOSAL: All routine refuse must be disposed in the City's containers, and must be sorted in accordance with the City's waste recycling requirements. Any refuse that does not meet these requirements, which the lessee does not remove at the expiration of the lease, or requests the City to remove, shall be subject to an additional charge. If deemed necessary the City may require Lessee to provide additional refuse removal service (s).

6- CITY LABOR CHARGES: One City labor employee is provided by the City and included in this agreement, at no additional charge, for the times agreed upon & attached. This employee's sole duty is to maintain the cleanliness of the common areas and restrooms. This employee does not clean the lessee's property or the lessee's subcontractors' property. If the lessee requires the services of any additional City employees, the City's electrician, or other City personnel, the City shall provide these services to the lessee at the prevailing wage rates per contract with AFSCME Local 788, and the lessee hereby agrees to pay for these services promptly upon receipt of the City's bill, prior to vacating the leased premises.

7- UNIONS: If the lessee's show or event is subject to any union contract requirements, the lessee agrees to inform the City in writing of such requirements and to abide by the terms of such contracts.

8- FOOD AND BEVERAGE SALES: This lease provides the lessee the right to sell food and beverage (non-alcoholic unless proper license is obtained) at the event with proper vending permit from the City Clerk's office.

9- NON FOOD/BEVERAGE MERCHANDISE: If the event involves the sale of merchandise at retail, all vendors shall post a valid New York State sales tax identification number.

10- PROMOTER'S ASSURANCES: If the lessee is the promoter of the event, rather than the exhibitor, or main attraction at the event, the lessee guarantees that there is a valid and binding contract with the performer, exhibitor, or attraction, hereinafter referred to as "the third party contract", and agrees to provide the City with a copy of said contract upon request. If any advance payment is required under the third party contract, the City may require proof that the lessee has the financial ability to make payment when due, or that payments due have been made. The lessee acknowledges that the City has no responsibility whatsoever for the paying or assuring payment to third parties, and that the provisions of this paragraph are intended solely to assure the city that the planned event will be held as scheduled, and to permit the City to terminate this lease if it has reasonable grounds for believing the event may not be held.

11- INSURANCE: The lessee agrees to comply with the insurance requirements attached hereto, and will provide said insurance in the form of a current, valid insurance certificate on the ACORD form, naming the City as "additional insured". This certificate is due prior to the first move-in day. It is to be mailed or delivered to:

City of Plattsburgh Recreation
52 US Oval
Plattsburgh, NY 12903

12- LIABILITY: The City shall have no liability for the loss, damage, or destruction of the lessee's property, or the property of any sub-lessee, sub-contractor, or agent of the lessee, while such property is on the leased premises, regardless of the cause of such loss, damage, or destruction. The lessee agrees to hold the city harmless and indemnify it for any claim that may be brought against the City where it is alleged that injury, death, or property damage was caused or contributed to on the leased premises during the term of this lease by any act or omission on the part of the lessee, its sub-lessee's, agents, or assigns.

13- PERMITS AND LICENSES: The lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives, and agrees to hold the City of Plattsburgh harmless from any and all claims, losses, or expenses incurred with regard thereto.

14- DAMAGE OR DESTRUCTION OF THE LEASED PREMISES: Upon the expiration of the term of this lease, the lessee shall surrender the premises in as good a condition as when received and shall be liable for the cost of cleaning, repairing, or replacing any part of the premises which is not surrendered is such condition. Said repair and/or replacement must take place within ten (10) days of the City's official notification to the lessee of damage. In the event that the leased premises are damaged or destroyed by fire,

a casualty or act of God, or being picketed by a labor union, the City shall have no liability to the lessee for any cost, expense, or other economic harm that it may suffer as a result of the City's inability to provide the leased premises. The City agrees that if such an event does occur, it will notify the lessee of its inability to provide the leased premises within three (3) business days of such damage or occurrence. If the lessee believes that the scheduled event cannot occur, or that the above-mentioned events will have a material adverse effect on attendance, the City shall refund any moneys paid by the lessee and the lease will be terminated, pursuant to this clause.

15- ADVICE OR ASSISTANCE BY CITY EMPLOYEES: The City shall have no liability for any advice or assistance provided by any City employee regarding the promotion, preparation, or conduct of an event. Any such advice or assistance that may be given is provided without charge and is not a service that the City is obliged to provide under this lease. No City employee has any authority to incur any costs or charges with third persons on behalf of either the lessee or the City in connection with the event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization, signed by the Mayor of the City of Plattsburgh. If the City provides the names of persons who provide a particular good or service, such information does not constitute a representation or warranty by the City that any goods or services provided by such persons will be satisfactory to the lessee.

16- SECURITY: Security of leased premises, personal property of the Lessee and those of subcontractors of the Lessee is the sole responsibility of the Lessee. The City may require the Lessee, at Lessee's expense to provide security in the form of City Police personnel, Uniformed Private Security and/or other security personnel as deemed necessary and appropriate for the event.

17- DEFAULT AND TERMINATION: The following shall constitute events of default under this lease by the lessee, and shall give the City the immediate right to terminate this lease agreement:

A. The failure to pay any rent, fee, or charge when due.
B. The filing of a petition in bankruptcy by or against the lessee.
C. Any material misrepresentation of fact.
D. Failure of third parties, contracted by the lessee, to appear at the event due to non-payment by the lessee.
E. The breach of any promise made by the lessee in this lease.
F. If the City has reason to believe that the lessee has violated a law or ordinance, or that the Promotional advertising is false or misleading.

In the event the City commences an action to recover amounts due under this lease, or to enforce rights given or reserved to the City, in addition to any monetary damages which may be adjudged due to the City, the lessee agrees to pay the City's reasonable legal fees, costs, and disbursements arising from said action.

18- ENTIRE AGREEMENT: This lease agreement, including all addenda, is the parties' entire agreement and may not be modified except in writing and signed by both parties. The rights and obligations created by this lease and the laws of the state of New York shall govern the parties' relationship as landlord and tenant.

In witness hereof, this agreement has been made as of the day and year written herein.

CITY OF PLATTSBURGH:

_____ _____

Mayor, Colin Read (Date)

LESSEE:

_____ _____

(Authorized representative) (Date)

_____ _____ _____

(Print name) (Phone #) (Fax #)

E-mail: _____

**EXHIBIT A**

# CRETE CENTER EVENT RATES:

## DIGSTOCK 2020

| ITEM | RATE | EVENT COST |
|---|---|---|
| EVENT DAY (S) | $1,500.00 PER DAY (min.) | $1,500.00 |
| | | |
| NON-EVENT DAY (S) – CITY LABOR RATE FOR SETUP/TAKE DOWN | $100.00 PER HOUR (min.) | 4 HOURS = $400.00 |
| | | |
| EVENT FLOOR – PUT DOWN CHARGE | $1000.00 CHARGE (min.) | NO CHARGE – DOWN |
| | | |
| EVENT FLOOR – TAKEUP CHARGE | $1000.00 CHARGE (min.) | NO CHARGE – STAYS DOWN |
| | | |
| STAGE USAGE | $10.00 PER SECTION | NO CHARGE |
| | | |
| TABLES USAGE (UP TO 55) | $2.00 PER TABLE | 55 = $110.00 |
| | | |
| CHAIRS USAGE (UP TO 300) | $.50 PER CHAIR | 300 = $150.00 |
| | | |
| ELECTRIC/WATER USAGE | NO CHARGE | NO CHARGE |
| | | |
| MISCELLANEOUS EXPENSES | NO CHARGE | NO CHARGE |
| | | |
| TOTAL | EVENT CHARGE = | $2,060.00 |

City of Plattsburgh
Weekly Expenditure Analysis - Large Dollar Items
Week of 03/06/2020

| | Payee | Description | Amount |
|---|---|---|---|
| City: | | | |
| | City Chamberlain - T&A Acct. | Transfer wire payment - weekly Blue Shield & monthly CanaRx cost | 57,297.79 |
| | ProAct, Inc. | Prescription health care cost for actives & retirees - Feb 1 - 15, 2020 - all depts. | 53,969.97 |
| | Exxon-Mobil Fleet Services | Fuel for City vehicles for all departments - Jan/Feb 2020 usage | 13,260.50 |
| | Platinum Plus for Business | Credit card charges -DPW/Mayor/Police/Fire - Feb 2020 | 6,743.29 |
| | Surpass Chemical Co. | Surchlor bulk: 4979 gal - WPCP; 2791 gal - WFP - Feb 2020 | 6,697.74 |
| | Howland Pump & Supply Co. Inc. | Polyaluminum chloride - WFP - Feb 2020 | 6,068.22 |
| | Baker & Taylor | Book purchases for the month of Jan 2020 - Library | 6,046.90 |
| | MultiMed Billing Services, Inc. | Ambulance billing & collection commissions - Fire - Jan 2020 | 6,014.54 |
| | NYS Electric & Gas | Elec. & gas charges all facilities - DPW - Feb 2020 | 5,567.76 |
| | City Chamberlain - Soc Sec Acct. | Transfer to deposit FICA/Medicare Payroll withholding | 4,306.84 |
| | Pitney Bowes Reserve Account | Postage for mail machine reserve account - Data Proc - Mar 2020 forward | 4,000.00 |
| | Industrial Med Testing | Yearly OSHA mandatory physical exams - Fire - Jan 2020 | 3,240.00 |
| | Clinton County Treasurer | Ambulance supplies purchased thru hospital - Fire - Jan 2020 | 3,143.19 |
| | Chemtrade Chemicals US LLC | 6.827 dry tons Liquid Alum 48.5% solution turbidity control - WPCP - Feb 2020 | 3,126.77 |
| | NEWS of New York Inc. | Solid waste landfill disposal fees - DPW - Feb 2020 | 2,516.93 |
| | Taylor Rental Center | Misc tools/supplies for service truck - DPW - Feb 2020 | 2,170.08 |
| | Digital Surveillance Solutions, Inc. | Digital video surveillance camera & equipment license - Police - Feb 2020 | 2,122.80 |
| | Temp-Press Inc. | Qtrly instrument calibration - WFP - Jan 2020 | 1,095.00 |
| | W.B. Mason | Various supply purchases for City departments - Feb 2020 | 1,033.36 |
| | Others - 130 total others | Various (average $163.93 each) | 21,310.57 |
| | | Total City | 209,732.25 |
| MLD: | | | |
| | City Chamberlain - Reserves | Trans MLD operating cash to Debt Reserve for RFB2019 June debt payment | 525,000.00 |
| | Excellence Opto Inc | LED 250 streetlight fixture, LED type III w/receptacle- Jan 2020 | 5,736.00 |
| | Read and Laniado, LLP | Professional services for January - City of Platts - Jan 2020 | 5,141.00 |
| | Exxon-Mobil Fleet Services | 228.24 gallons gasoline & 847.60 gallons diesel - Jan/Feb 2020 | 2,628.28 |
| | Unifirst Corp. | Uniform service for 16 MLD workers - Feb 2020 | 1,630.17 |
| | Clinton County DSS (5) | Refunds of HEAP payments applied to electricity accts - Nov 2018-Feb 2020 | 1,435.95 |
| | Others - 11 total | Various (average $176.59 each) | 1,942.52 |
| | | Total MLD | 543,513.92 |
| Specials: | | | |
| | Journal Vouchers (not expenditures) | February month-end City utility invoice payment transfers - processed 02/28/2020 | 58,368.81 |
| | Journal Vouchers (not expenditures) | T&A cash to Gen-O/S checks back to 2009; Gen to Asset Forf-correct acct'g for rev/exp 2019 | 1,833.39 |
| | Capital Expenditures | Orrick, Herrington & Sutcliffe bond counsel services | 12,230.00 |
| | | Total Specials | 72,432.20 |
| | Gross Total | | $ 825,678.37 |
| | Less: Inter-Fund Transactions | | 585,202.20 |
| | Total Net Expenditures | | $ 240,476.17 |

| Payroll: | | Pay Period | | Year to Date | |
|---|---|---|---|---|---|
| Total Payroll Headcount | | 45 | | 251 | |
| Base Hourly & Salary | | 42,972.50 | | $ 1,892,818.83 | |
| Overtime, Standby & Shift Differentials | Fire holiday and O/T adjustments | 6,988.91 | 16.26% | 248,400.00 | 13.12% |
| Vacation, Holiday, Pers. & Accum. Leave & severance | (Brown 1.7k, Maurice 5.1k, Sciole 18.0k) | 6,688.81 | 15.57% | 458,176.50 | 24.21% |
| Sick, Bereavement Leave, Jury | | 1,891.94 | 4.40% | 114,770.91 | 6.06% |
| Longevity - AFSCME bi-weekly $4.3k | Mgmt. bi-weekly $3k | | 0.00% | 38,226.64 | 2.02% |
| Higher Class Pay | | 23.68 | 0.06% | 14,424.94 | 0.76% |
| Sick Leave Buyout | | | 0.00% | - | 0.00% |
| Health Insurance Buyout | | | 0.00% | 30,102.67 | 1.59% |
| Clothing/Uniform Allow - PD, MLD | | | 0.00% | - | 0.00% |
| College Degree Allowances | Police | | 0.00% | - | 0.00% |
| Severance - sick leave time | (Brown 2.1k, Maurice 9.4k, Sciole 24.8k) | | 0.00% | 36,290.22 | 1.92% |
| Retroactive Pay | | | 0.00% | - | 0.00% |
| Grand Total | | $ 58,565.84 | | $ 2,833,210.71 | |
| Overtime, Standby & Shift Diff | Fire | | 0.00% | $ 82,741.06 | 33.31% |
| | DPW | | 0.00% | 53,039.59 | 21.35% |
| | Police | 6,988.91 | 100.00% | 55,008.38 | 22.15% |
| | MLD | | 0.00% | 35,574.50 | 14.32% |
| | WPCP | | 0.00% | 14,769.16 | 5.95% |
| | Other City Depts. | | 0.00% | 6,288.82 | 2.53% |
| | Library | | 0.00% | 978.49 | 0.39% |
| | Overtime, Standby & Shift Diff - by depart. | $ 6,988.91 | | $ 248,400.00 | |

**City of Plattsburgh**
**Overtime, Standby & Shift Differential Analysis - 2020 Budget vs. Actual**
**Payroll Period Ended 3/6/2020**
**(in dollars)**

| Department | Budget | YTD Budget | YTD Actual | YTD Variance |
|---|---|---|---|---|
| Fire | 266,000.00 | 47,743.32 | 82,741.06 | (34,997.74) |
| DPW | 209,627.00 | 37,625.14 | 53,039.59 | (15,414.45) |
| Police | 266,000.00 | 47,743.32 | 55,008.38 | (7,265.06) |
| MLD | 163,440.00 | 29,335.22 | 35,574.50 | (6,239.28) |
| WPCP | 71,310.00 | 12,799.16 | 14,769.16 | (1,970.00) |
| Other City | 45,154.00 | 8,104.52 | 6,288.82 | 1,815.70 |
| Library | 4,842.00 | 869.07 | 978.49 | (109.42) |
| Total | 1,026,373.00 | 184,219.74 | 248,400.00 | (64,180.26) |

| Net O/T Cost | YTD Actual | O/T Recoveries | Net O/T Cost | Net YTD Variance |
|---|---|---|---|---|
| Fire | 82,741.06 | 420.00 | 82,321.06 | (34,577.74) |
| DPW | 53,039.59 | | 53,039.59 | (15,414.45) |
| Police | 55,008.38 | 2,636.84 | 52,371.54 | (4,628.22) |
| MLD | 35,574.50 | | 35,574.50 | (6,239.28) |
| WPCP | 14,769.16 | | 14,769.16 | (1,970.00) |
| Other City | 6,288.82 | | 6,288.82 | 1,815.70 |
| Library | 978.49 | | 978.49 | (109.42) |
| Total | 248,400.00 | 3,056.84 | 245,343.16 | (61,123.42) |