1. Agenda

   Documents:

   AGENDA 03-05-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 03-05-20.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:
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MAYOR'S COMMENTS:
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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
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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

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4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

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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

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6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

_____

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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:

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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:

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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:

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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:

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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:

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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:

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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:

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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:

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8. TRAVEL REQUEST: None

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9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

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10. NEW BUSINESS AND COUNCILOR REPORTS:

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_____

_____

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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