



# Plattsburgh, New York

Scott Lawliss  
Fire Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-536-7542  
Fax: 518-561-8236  
[lawliss@cityofplattsburgh-ny.gov](mailto:lawliss@cityofplattsburgh-ny.gov)

## MEMO

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

**FROM:** Fire Chief, Scott Lawliss

**DATE:** July 7, 2020

**RE:** Fire and Ambulance Responses

For this week's period: Tuesday, June 23, 2019 to Monday, July 6, 2020  
our Department has responded to the following:

**Fire Calls**

**32**

- 1 watercraft rescue
- 8 EMS assist with patient care prior to transport ambulance
- 16 alarm activations with investigation of cause
- 1 MVA with patient care and hazardous mitigation
- 2 service calls
- 1 brush fire
- 1 outside rubbish fire
- 1 unauthorized burning
- 1 cooking fire

**Ambulance Calls**

**113**

**Mutual Aid by CVPH**

**12**

**BLOTTER ACTIVITY REPORT****By Time of Day**

FOR DATE RANGE OF 06/28/2020 00:00 TO 07/05/2020 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            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 0         | 0         | 1         | 0         | 4      |
| ABC VIOLATIONS               | 0            | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 2      |
| ADMINISTRATIVE               | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 2      |
| AIDED MEDICAL                | 0            | 1         | 0         | 0         | 0         | 1         | 1         | 0         | 1         | 0         | 0         | 1         | 3         | 8      |
| ALARM                        | 0            | 0         | 0         | 0         | 1         | 0         | 1         | 1         | 0         | 1         | 2         | 1         | 0         | 7      |
| ANIMAL DOMESTIC              | 0            | 0         | 0         | 0         | 0         | 0         | 2         | 2         | 0         | 1         | 0         | 0         | 1         | 6      |
| ANIMAL WILD                  | 0            | 0         | 0         | 1         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 2      |
| ASSAULT                      | 0            | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 1         | 0         | 0         | 1         | 0         | 3      |
| BKGRND INVST CIVILIAN        | 0            | 0         | 0         | 0         | 0         | 12        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 12     |
| CITY CODE VIOLATION          | 0            | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 2         | 2         | 5      |
| CRIMINAL MISCHIEF            | 0            | 1         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 2      |
| DEATH INVEST                 | 0            | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1      |
| DISORDERLY PERSONS           | 0            | 2         | 1         | 0         | 1         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 5      |
| DOMESTIC                     | 0            | 1         | 0         | 1         | 0         | 0         | 1         | 2         | 1         | 1         | 0         | 1         | 1         | 9      |
| DOOR UNLOCKING               | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 0         | 0         | 0         | 2      |
| DRUG INVESTIGATION           | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 2         | 2         | 1         | 0         | 0         | 8      |
| DWI / IMPRD / DRUGS          | 0            | 1         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 3      |
| EMOTIONALLY DISTRBD<br>PERSN | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 1      |
| FINGERPRINTING               | 0            | 0         | 0         | 0         | 0         | 0         | 4         | 0         | 0         | 0         | 0         | 0         | 0         | 4      |
| FIRE                         | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 1      |
| FOOT PATROL                  | 0            | 1         | 7         | 1         | 0         | 1         | 4         | 3         | 1         | 1         | 1         | 2         | 2         | 24     |
| FRAUD                        | 0            | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 1      |
| HARASSMENT                   | 0            | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 1         | 0         | 2         | 2         | 2         | 9      |
| INSECURE PROPERTY            | 0            | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1      |
| JUVENILE                     | 0            | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 4      |
| LARCENY                      | 0            | 0         | 1         | 0         | 0         | 3         | 1         | 0         | 1         | 0         | 0         | 0         | 1         | 7      |
| LOST AND FOUND               | 0            | 0         | 0         | 0         | 0         | 0         | 3         | 2         | 0         | 1         | 1         | 0         | 2         | 9      |
| M/V ACCIDENT                 | 0            | 0         | 0         | 0         | 0         | 0         | 2         | 2         | 1         | 0         | 0         | 0         | 0         | 5      |

|                            |   |   |   |   |   |   |   |   |   |   |   |   |   |    |
|----------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|----|
| M/V OFFENSE                | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 2 | 0 | 4  |
| MISC CALLS                 | 0 | 2 | 0 | 1 | 0 | 2 | 1 | 4 | 1 | 0 | 0 | 8 | 1 | 20 |
| MISC OFFENSES              | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 2  |
| MISSING PERSON             | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1  |
| NEIGHBOR CRISIS            | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 4  |
| NOISE VIOLATION            | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 0 | 4 | 3 | 13 |
| OUTSIDE AGENCY ASSIST      | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 3  |
| PARKING VIOLATIONS         | 0 | 0 | 0 | 0 | 0 | 3 | 3 | 2 | 1 | 0 | 1 | 0 | 0 | 10 |
| PRISONER TRANSPORT         | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2  |
| PROPERTY RETRIEVAL         | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 2 | 1 | 0 | 0 | 6  |
| ROBBERY                    | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| SEX OFFNDR<br>REGISTRATION | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 1 | 4  |
| SICK LEAVE                 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| TRAFFIC DETAIL             | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2  |
| TRAFFIC STOP               | 0 | 7 | 4 | 0 | 1 | 0 | 0 | 0 | 1 | 2 | 0 | 4 | 7 | 26 |
| TRESPASSING                | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 3  |
| WARRANT                    | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 3  |
| WELFARE CHECK              | 0 | 3 | 4 | 1 | 2 | 2 | 3 | 3 | 2 | 3 | 2 | 3 | 2 | 30 |

Totals:            0            22            22            7            6            30            35            33            24            19            13            37            34            282

**BLOTTER ACTIVITY REPORT**  
**By Time of Day**  
 FOR DATE RANGE OF 01/01/2020 00:00 TO 07/05/2020 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            | 7         | 6         | 0         | 8         | 6         | 6         | 4         | 11        | 3         | 6         | 13        | 6         | 76     |
| ABC VIOLATIONS               | 0            | 13        | 0         | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 1         | 2         | 3         | 21     |
| ABSCONDED                    | 0            | 1         | 1         | 1         | 1         | 1         | 1         | 0         | 1         | 2         | 0         | 0         | 2         | 11     |
| ADMINISTRATIVE               | 0            | 3         | 2         | 2         | 2         | 6         | 1         | 2         | 1         | 2         | 4         | 9         | 4         | 38     |
| AIDED MEDICAL                | 0            | 12        | 11        | 5         | 6         | 4         | 11        | 12        | 15        | 16        | 17        | 14        | 11        | 134    |
| ALARM                        | 0            | 7         | 16        | 6         | 17        | 17        | 13        | 15        | 12        | 11        | 12        | 8         | 6         | 140    |
| ANIMAL DOMESTIC              | 0            | 2         | 3         | 3         | 1         | 7         | 14        | 15        | 9         | 9         | 12        | 10        | 9         | 94     |
| ANIMAL WILD                  | 0            | 0         | 0         | 1         | 0         | 1         | 3         | 3         | 0         | 0         | 2         | 0         | 1         | 11     |
| ARSON                        | 0            | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 1      |
| ASSAULT                      | 0            | 2         | 4         | 0         | 5         | 0         | 1         | 2         | 1         | 3         | 2         | 5         | 1         | 26     |
| BEAT MONITORING              | 0            | 21        | 10        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 32     |
| BKGRND INVST CIVILIAN        | 0            | 0         | 0         | 6         | 36        | 102       | 72        | 53        | 8         | 1         | 0         | 0         | 0         | 278    |
| BKGRND INVST SWORN           | 0            | 0         | 0         | 0         | 0         | 0         | 2         | 0         | 0         | 0         | 0         | 0         | 0         | 2      |
| BURGLARY                     | 0            | 0         | 0         | 1         | 0         | 2         | 0         | 2         | 3         | 4         | 1         | 4         | 0         | 17     |
| CHILD SEAT INSTALL           | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 3         | 0         | 4      |
| CITY CODE VIOLATION          | 0            | 2         | 1         | 1         | 1         | 3         | 4         | 2         | 8         | 5         | 7         | 10        | 2         | 46     |
| CRIMINAL MISCHIEF            | 0            | 4         | 1         | 4         | 4         | 8         | 7         | 7         | 9         | 7         | 8         | 3         | 0         | 62     |
| CROSSING GUARD               | 0            | 0         | 1         | 2         | 1         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 1         | 6      |
| DEATH INVEST                 | 0            | 0         | 2         | 1         | 2         | 3         | 2         | 1         | 1         | 0         | 0         | 1         | 2         | 15     |
| DISORDERLY PERSONS           | 0            | 17        | 12        | 5         | 5         | 9         | 15        | 8         | 13        | 20        | 19        | 5         | 19        | 147    |
| DOG SEIZURE                  | 0            | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 1         | 1         | 0         | 0         | 0         | 5      |
| DOMESTIC                     | 0            | 25        | 8         | 8         | 6         | 13        | 19        | 17        | 16        | 21        | 28        | 26        | 33        | 220    |
| DOOR UNLOCKING               | 0            | 2         | 3         | 1         | 6         | 7         | 19        | 17        | 20        | 19        | 14        | 10        | 5         | 123    |
| DRUG INVESTIGATION           | 0            | 4         | 1         | 2         | 2         | 13        | 11        | 19        | 24        | 12        | 9         | 8         | 7         | 112    |
| DWI / IMPRD / DRUGS          | 0            | 2         | 4         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 4         | 5         | 16     |
| EMOTIONALLY DISTRBD<br>PERSN | 0            | 5         | 5         | 3         | 3         | 7         | 9         | 10        | 8         | 13        | 14        | 9         | 17        | 103    |
| ENDANGERING WELFARE          | 0            | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 2      |
| FINGERPRINTING               | 0            | 0         | 0         | 0         | 3         | 16        | 38        | 31        | 23        | 5         | 4         | 2         | 1         | 123    |

|                         |   |     |    |    |    |    |    |    |    |    |    |    |    |     |
|-------------------------|---|-----|----|----|----|----|----|----|----|----|----|----|----|-----|
| FIRE                    | 0 | 0   | 1  | 1  | 0  | 0  | 1  | 2  | 3  | 0  | 3  | 3  | 2  | 16  |
| FOOT PATROL             | 0 | 104 | 87 | 30 | 0  | 21 | 48 | 26 | 41 | 19 | 6  | 63 | 95 | 540 |
| FRAUD                   | 0 | 0   | 0  | 0  | 0  | 2  | 4  | 4  | 3  | 1  | 3  | 3  | 0  | 20  |
| HARASSMENT              | 0 | 5   | 3  | 1  | 2  | 6  | 14 | 17 | 19 | 22 | 21 | 22 | 21 | 153 |
| INSECURE PROPERTY       | 0 | 17  | 25 | 3  | 0  | 5  | 11 | 5  | 10 | 3  | 3  | 6  | 12 | 100 |
| JUVENILE                | 0 | 2   | 2  | 0  | 1  | 9  | 11 | 12 | 12 | 10 | 7  | 3  | 8  | 77  |
| LARCENY                 | 0 | 6   | 2  | 1  | 3  | 15 | 30 | 30 | 23 | 18 | 13 | 9  | 4  | 154 |
| LOST AND FOUND          | 0 | 3   | 7  | 4  | 7  | 15 | 17 | 23 | 17 | 24 | 9  | 4  | 5  | 135 |
| M/V ACCIDENT            | 0 | 3   | 2  | 1  | 11 | 22 | 35 | 56 | 76 | 40 | 25 | 10 | 6  | 287 |
| M/V OFFENSE             | 0 | 4   | 2  | 0  | 0  | 1  | 4  | 4  | 2  | 5  | 4  | 13 | 8  | 47  |
| M/V THEFT               | 0 | 0   | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1   |
| MARIHUANA INVST         | 0 | 0   | 0  | 0  | 0  | 1  | 0  | 0  | 0  | 1  | 0  | 1  | 0  | 3   |
| MEDIATION-NO OFFENSE    | 0 | 1   | 1  | 0  | 1  | 1  | 6  | 4  | 3  | 0  | 3  | 0  | 2  | 22  |
| MISC CALLS              | 0 | 15  | 17 | 4  | 6  | 33 | 27 | 39 | 40 | 50 | 37 | 45 | 34 | 347 |
| MISC OFFENSES           | 0 | 4   | 1  | 0  | 0  | 7  | 10 | 4  | 11 | 10 | 2  | 3  | 4  | 56  |
| MISSING PERSON          | 0 | 0   | 0  | 0  | 3  | 1  | 1  | 1  | 0  | 2  | 3  | 1  | 2  | 14  |
| NARCO INTEL             | 0 | 0   | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1  | 2   |
| NEIGHBOR CRISIS         | 0 | 1   | 0  | 0  | 1  | 4  | 5  | 13 | 7  | 4  | 9  | 7  | 2  | 53  |
| NOISE VIOLATION         | 0 | 48  | 23 | 6  | 4  | 5  | 13 | 15 | 22 | 28 | 22 | 57 | 69 | 312 |
| OPEN CONTAINER          | 0 | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1  | 1   |
| OUTSIDE AGENCY ASSIST   | 0 | 4   | 3  | 1  | 0  | 6  | 6  | 4  | 5  | 6  | 4  | 2  | 7  | 48  |
| PARKING VIOLATIONS      | 0 | 7   | 1  | 1  | 1  | 5  | 10 | 15 | 12 | 3  | 4  | 2  | 0  | 61  |
| PAROLE NOTIFICATION     | 0 | 0   | 0  | 0  | 2  | 19 | 11 | 15 | 6  | 0  | 0  | 0  | 0  | 53  |
| PRISONER TRANSPORT      | 0 | 0   | 1  | 0  | 3  | 27 | 10 | 5  | 7  | 5  | 6  | 6  | 0  | 70  |
| PROPERTY RETRIEVAL      | 0 | 0   | 0  | 0  | 0  | 5  | 8  | 10 | 13 | 11 | 9  | 11 | 5  | 72  |
| REPOSSESSION            | 0 | 0   | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 1  | 0  | 0  | 0  | 1   |
| ROBBERY                 | 0 | 0   | 1  | 0  | 0  | 0  | 0  | 1  | 0  | 0  | 0  | 0  | 0  | 2   |
| SAFE SCRIPTS PROGRAM    | 0 | 0   | 0  | 0  | 0  | 5  | 9  | 5  | 10 | 0  | 0  | 0  | 0  | 29  |
| SERVICES                | 0 | 4   | 3  | 3  | 3  | 45 | 17 | 19 | 21 | 9  | 4  | 8  | 6  | 142 |
| SEX CRIMES              | 0 | 0   | 0  | 0  | 0  | 2  | 5  | 8  | 4  | 7  | 4  | 1  | 1  | 32  |
| SEX OFFNDR REGISTRATION | 0 | 0   | 0  | 0  | 1  | 36 | 23 | 10 | 11 | 3  | 1  | 0  | 1  | 86  |
| SICK LEAVE              | 0 | 2   | 8  | 16 | 10 | 6  | 10 | 11 | 34 | 18 | 7  | 4  | 10 | 136 |
| SUSPICIOUS ACTIVITY RPT | 0 | 19  | 19 | 6  | 4  | 5  | 10 | 8  | 11 | 7  | 7  | 21 | 24 | 141 |

|                |   |     |     |     |     |     |     |     |     |     |     |     |     |      |
|----------------|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| TRAFFIC DETAIL | 0 | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 1   | 1   | 6   | 1   | 11   |
| TRAFFIC STOP   | 0 | 87  | 49  | 11  | 1   | 10  | 33  | 22  | 34  | 30  | 32  | 183 | 166 | 658  |
| TRESPASSING    | 0 | 5   | 10  | 1   | 4   | 2   | 11  | 9   | 10  | 8   | 12  | 5   | 11  | 88   |
| WARRANT        | 0 | 3   | 1   | 3   | 1   | 3   | 4   | 3   | 5   | 7   | 1   | 6   | 2   | 39   |
| WELFARE CHECK  | 0 | 25  | 15  | 4   | 10  | 25  | 48  | 55  | 34  | 40  | 52  | 47  | 32  | 387  |
| Totals:        | 0 | 499 | 376 | 150 | 189 | 574 | 701 | 680 | 692 | 549 | 476 | 698 | 677 | 6261 |



Community Development Office  
City of Plattsburgh  
41 City Hall Place  
Plattsburgh, NY 12901  
Phone: 518-563-7642  
[cdo@cityofplattsburgh-ny.gov](mailto:cdo@cityofplattsburgh-ny.gov)

## MEMORANDUM

From: Matthew Miller, Director of Community Development  
To: Colin Read, Mayor  
Members of the Common Council  
Subject: Green St. Improvements & Plattsburgh Farmers' and Crafters' Market Relocation  
Date: July 7, 2020

During the Common Council meeting on Wednesday, July 1, the Community Development Office (CDO) provided an update on the planning efforts involving proposed improvements to the former PMLD site on Green St. and the relocation of the Plattsburgh Farmers' and Crafters' Market (PFCM). The Council requested additional information so it could determine how best to proceed with those efforts. The CDO offers the following for consideration by the Council and requests their guidance.

On November 21, 2019, the Council approved the award of a \$250,000 grant from the DRI's Downtown Grant Program (DGP) in order "to complete improvements related to the renovation and expansion of the former Plattsburgh Municipal Lighting Department Building 4 located at 26 Green Street and for improvements to the surrounding grounds." It was the City's intention to have the former PMLD site serve as the new home of the PFCM during its operating season and to explore other uses for the site during the remainder of the year.

After the Council's DGP award in November, AEDA commenced formal design work on the proposed improvements and KAS began work on the substantial environmental review mandated by the DGP. These firms had existing contracts with the City to handle all engineering/architectural work and environmental work associated with the DGP. Final environmental clearance for the improvements has been obtained from the NYS Office of Community Renewal (OCR) and a completed bid package for the improvements was delivered by AEDA in February.

The bid package was released on February 20 with bids due on March 20. At the time, it was hoped that the improvements could be completed prior to the scheduled opening of the PFCM in early May. However, concerns regarding the proposed construction schedule were expressed by several contractors during the pre-bid meeting held on March 11. Ultimately, a single bid was

received which was deemed by AEDA to not constitute a complete a valid bid since it lacked several pieces of information required by the bid specification.

Originally, the City had intended to move forward with the Green St. improvements immediately. However, two days after the bid window closed, Governor Cuomo issued his New York State on PAUSE executive order. The prohibition of all non-essential construction mandated by the Governor's order, the deliberate pace followed by both the City's Zoning Board of Appeals and Planning Board during their review of the Durkee development project, and the anticipated financial fallout from the COVID-19 pandemic caused the CDO, in consultation with the Mayor's Office, to reevaluate the timeline for completion of the improvements on Green St.

For the purposes of this discussion, the successful resolution of the Durkee development project means that all necessary board approvals have been obtained and all associated litigation has been resolved in favor of the City and/or Prime. The arguments in favor of moving forward immediately with the planned improvements are as follows:

1. The development of the Durkee lot, whether completed by Prime or by another developer at a later date will likely require, at a minimum, the temporary relocation of the PFCM while construction is ongoing. The form of the development and its effects on pedestrian access and nearby parking availability may necessitate the permanent relocation of the PFCM. In the case of the Prime project, the PFCM's leadership has made clear their concerns regarding access and parking both during and after construction.
2. The current expiration date for the DGP grant is December 31, 2020. The City can apply to OCR for an extension of that deadline but such an extension is not guaranteed. It is very possible that resolution of the Durkee project, specifically the associated litigation, will not be resolved prior to December 31. If OCR were to refuse a requested deadline extension and if litigation dragged past that deadline but was still resolved successfully, the Council would then have to decide whether to fund the entire cost of the improvements from the General Fund. The current construction budget for Green St. is \$277,777.
3. As noted earlier, a considerable amount of environmental and design work on the Green St. improvements has already been completed by KAS and AEDA. To date, these firms have billed the City an approximate total of \$28,000 for this work. If the City does not complete the project, those expenses would not be reimbursable under the DGP and would become a sunk cost. These expenses are reimbursed from a separate budget line within the DGP and are not counted against the project's construction budget. The full amount of \$277,777 is available for construction expenses.
4. The PFCM is strongly in favor of its relocation to Green St. as has been expressed publicly by the PFCM's Manager, Julie Baughn, on multiple occasions. They view the project as essential if the PFCM is to continue to grow. Julie will be in attendance at the Council meeting on Thursday, July 9 to speak on behalf of the PCFM.

The arguments in favor of waiting for resolution of the Durkee development project to proceed with construction of the Green St. improvements are as follows:

1. Should the Prime project fail to gain board approval or if litigation to overturn one or more board approvals is successful, development of the Durkee lot may be delayed indefinitely which would render the relocation of the PFCM unnecessary. This would permit the repurposing of the \$250,000 in DGP funding to other DGP projects in the downtown area, though that would likely require OCR's approval to extend the DGP's grant deadline to allow adequate time for completion of the newly awarded projects. As stated above, the granting of such an extension is not guaranteed.
2. Per Schedule B of the DGP's Administrative Plan, the grant "will reimburse 90% of total project cost not to exceed \$250,000." In other words, the DGP will reimburse the City a total of \$250,000 if that figure represents no greater than 90% of the total cost of the project. This translates to a total construction cost of \$277,777 ( $90/100 = \$250,000/\$277,777$ ) and would require the City to provide a match in the amount of \$27,777 ( $\$277,777 - \$250,000$ ). The DGP does not permit in-kind contributions so this would be a cash expense to the City. Awaiting resolution of the Durkee development project before proceeding with the Green St. improvements would ensure that this \$27,777 expense is not incurred unnecessarily.

We request guidance from Council as to whether it is in favor of moving forward with these improvements immediately or if it would prefer to wait until the Durkee project is resolved to implement them. If the Council wishes to move forward now, the next step would be to formally reject the single bid received during the initial bid process and rebid the project with an updated scope of work and a less stringent construction schedule. If the bids received in response align with the construction budget, we expect that construction could begin later this summer and be completed during the fall of 2020. If the received bids are in excess of the construction budget, further consultation with the Council will be necessary.

CITY OF PLATTSBURGH, NEW YORK  
Community Development  
41 City Hall Place  
Plattsburgh, New York 12901

TRAFFIC ZONE DESIGNATION No. 970

Date: July 7, 2020

In accordance with Article 39 Section 1640 of the New York State Vehicle and Traffic Law and Chapter 340 of the Code of the City of Plattsburgh, the following traffic control zone(s) are hereby established and/or amended:

“No Parking Here to Corner” signage along the southern side of Cornelia St moved west to between 111 and 113 Cornelia St to alleviate funnel created at intersection during church services.

The Public Works Department will move the necessary signing in accordance with the NYS Manual of Uniform Traffic Control Devices for the establishment of the above traffic zone.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repealed and superseded by this traffic zone designation. All traffic Zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.

Malana Tamer  
*City Planner*

Copy to:

City Clerk  
City Court  
Corporation Counsel  
Police Department  
Traffic Street File  
Public Works Dept.

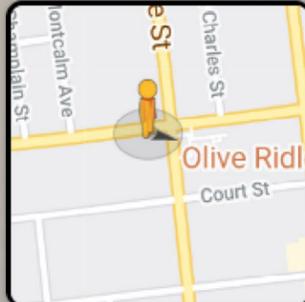
111 NY-3  
Plattsburgh, New York

Google

Street View



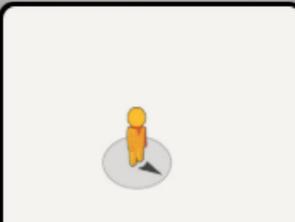
Google



113 NY-3  
Plattsburgh, New York



Street View





Existing "no parking here to corner" sign to be moved west

Move sign to the west to prevent cars from parking too close to the intersection



BID SUMMARY  
City of Plattsburgh DRI: Arts Park

Opening: Tues. June 2, 2020 at 11:10am  
SA Project # 18039.10

Note: 15% MBE/15% WBE Goal listed in Notice to Bidders (Contractors, Subs, Suppliers)

| Bidders   | Acknowledgement of:      |                         |                          | Submission of:                |                         | Base Bid (\$)<br>GC: \$10,000 Field Allowance | Meets 30% MWBE<br>(or Waiver) |
|---|--------------------------|-------------------------|--------------------------|-------------------------------|-------------------------|---|-------------------------------|
|   | Addendum #1<br>4/17/2020 | Addendum #2<br>5/8/2020 | Addendum #3<br>5/28/2020 | Non-Collusive<br>Bidding Form | Bid Bond<br>(5% of Bid) |   |                               |
| <b>General Construction</b>   |                          |                         |                          |                               |                         |   |                               |
| JFP Enterprises Inc<br>7441 State Route 9 North, Plattsburgh, NY 12901          | X                        | X                       | X                        | X                             | X                       | \$ 1,018,052                                  | unknown                       |
| <b>Electrical Contract</b>  |                          |                         |                          |                               |                         |   |                               |
| William J Murray Inc<br>118 Hammond Lane, Plattsburgh, NY 12901                 | X                        | X                       | X                        | X                             | X                       | \$ 89,000                                     | unknown                       |
| <b>Plumbing Contract</b>  |                          |                         |                          |                               |                         |   |                               |
| Pipeline Mechanical of Plattsburgh LLC<br>102 Trade Road, Plattsburgh, NY 12901 | X                        | X                       | X                        | X                             | X                       | \$ 160,700                                    | unknown                       |
| <b>Total</b>  |                          |                         |                          |                               |                         | \$ 1,267,752                                  |                               |

Estimated Grant Funds Available for Construction: \$ 1,137,500

Architect's Estimate \$ 747,326

CONFIDENTIAL



## BASSMASTER® HOST AGREEMENT

This Agreement between Adirondack Coast Visitor's Bureau ("ACVB") located at PO Box 310, 7061 Route 9, Plattsburgh, NY 12901 and the City of Plattsburgh located at 41 City Hall Place, Plattsburgh, NY 12901 (herein listed jointly as "HOST") and B.A.S.S., LLC, a Delaware limited liability company ("B.A.S.S."), located at 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243 describes the terms under which HOST has agreed to provide the location, facilities and other support for the B.A.S.S. fishing tournament 2020 Bassmaster Elite Series ("Tournament"), July 30 – August 2, 2020 as described herein. The parties agree as follows:

**A. TOURNAMENT DESCRIPTION.** Tournament details and the respective obligations of each party are outlined in the Tournament Detail Sheet attached hereto as Exhibit A.

**B. HOST FEE.** Host, ACVB, shall pay to B.A.S.S. a host fee as set forth in Exhibit A. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438.

### **C. LEGAL TERMS and CONDITIONS:**

#### **1. NAMING RIGHTS AND APPROVALS**

B.A.S.S. will name Adirondack Coast Visitor's Center and the City of Plattsburgh as "Host" of the Tournament in press releases and in the schedule of events published by B.A.S.S. magazine and other materials. The rights granted to Host cannot be assigned, transferred, sublicensed or sold to any other party.

Subject to the terms and conditions of this Agreement, each party hereby grants the other party permission to use its name in materials associated with the Event provided that the party creating the materials obtains the other party's written approval prior to such use. A party shall submit for approval all materials which use the other party's name a minimum of ten (10) business days prior to printing, publishing or releasing the materials to the public. Approvals may be made via email and shall not be unreasonably withheld or delayed by the approving party.

Host will not engage in unauthorized use of the B.A.S.S. name, logo or trademarks. Each party acknowledges and agrees that except as expressly provided herein, no right, property, license, or permission of any kind is given or acquired by the execution, performance, or non-performance of this Agreement

Host shall not, without B.A.S.S.'s prior written consent, permit or allow any sign, billboard or other display or announcement for any product or service at the Site during the Tournament except for permanent billboards affixed at the Site. If the Tournament is broadcast (via television, livestreaming or any other manner or media) Host shall ensure that no sign, billboard, banner or display or public announcement of any kind for any

CONFIDENTIAL



advertiser, or sponsor, or for any television network, distribution service or station, Internet service or portal or any other entity engaged in the business of distributing sports-related audio-video content will be present at the Site during the Tournament.

## **2. REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other that (a) it shall perform its obligations under this Agreement in accordance with all applicable laws, regulations and guidelines, (b) it has full rights and authority to enter into this Agreement and to perform its obligations hereunder, (c) this Agreement is executed by a duly authorized representative, (d) by entering into this Agreement or performing its obligations hereunder, it is not in default or breach of any contract or agreement with any third party, and; (e) it is not violating or infringing upon the rights of any third party. Host further represents and warrants that it is not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order, actual or threatened, from entering into this Agreement or carrying out the provisions or the transactions contemplated thereby.

## **3. INDEMNIFICATION**

Each party agrees to defend, indemnify and hold the other party, its parent company, subsidiaries, affiliated companies, and the officers, directors, members, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of any: (i) act, error, or omission of the indemnifying party, its officers, directors, agents, subcontractors, invitees or employees arising out of the fault or negligence of any of the foregoing; (ii) occupational injury or illness sustained by an employee or agent of the indemnifying party in connection with the performance the services under the Agreement; (iii) breach of the indemnifying party's representations or warranties as set forth herein; or (v) failure by the indemnifying party to comply with its obligations pursuant to the Agreement.

The party requesting indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") in writing as soon as practicable of a claim for indemnification. Indemnitor shall promptly undertake the defense of the claim and shall have the right to control all aspects of the handling the claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of such claim. Indemnitor shall obtain the consent of the Indemnitee prior to any settlement or entry of any judgment, such consent not to be unreasonably withheld. In the event that the Indemnitor does not accept the defense of a claim or demand, the Indemnitee shall have the full right to defend against the claim, and shall be entitled to defend or settle the claim or demand, in its sole discretion and Indemnitor shall be responsible for payment of any settlement reached by the Indemnitee, as well as the costs of defending or settling the claim or demand. The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims or demands occurring

CONFIDENTIAL



after the expiration or termination of this Agreement as well as while this Agreement is in force.

#### **4. INSURANCE**

During the term of this Agreement and for such additional time as is necessary to support the indemnity obligations set forth herein, each party shall secure and maintain at its own expense, the insurance coverage set forth below.

(i) Required coverage:

(A) Commercial General Liability Insurance to include contractual liability, premises liability, products/completed operations liability, and advertising liability for bodily injury and property damage with minimum limits of \$1,000,000 per occurrence/\$2,000,000 Aggregate written on a Comprehensive General Liability form occurrence basis;

(B) Automobile Liability coverage with minimum combined single limits of \$2,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting the insured party and any named additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of a party's services hereunder or from or out of any act or omission of the insuring party, its officers, directors, agents, subcontractors or employees; and

(C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000, including United States Longshoremen's and Harbor Workers Compensation Act endorsement if applicable.

(D) Liquor Liability Insurance with minimum limits of \$1,000,000 per occurrence for Bodily Injury/Property Damage.

(ii) Unless otherwise agreed by the parties, all insurance required in this Section shall be written with companies with a BEST Guide rating of B+ VII or better. Each party shall give the other party thirty (30) days prior written notice of any reduction or cancellation of coverage.

(iii) All insurance required in this Section shall be primary and noncontributory with regard to any other available insurance of the other party.

(iv) Certificates of insurance (or copies of policies, if required by a party) shall be furnished to the other party. All insurance required in this Section shall include the other party, its parent, subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. The additional insured requirement applies to all coverages except Workers' Compensation and, Employers Liability. The waiver of subrogation applies to all coverages.

CONFIDENTIAL



- (v) A party's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of the party's rights.
- (vi) The minimum limits of the insurance required in this Section shall in no way limit or diminish a party's liability under other provisions of this Agreement.
- (vii) Umbrella coverage is acceptable to meet minimum insurance requirements.

#### **5. TERM AND TERMINATION**

The Term of this Agreement is as set forth in Exhibit A unless otherwise terminated as set forth below. Either party may terminate this Agreement if the other party (a) fails to perform or breaches any material provision of the Agreement and fails to cure such failure or breach upon reasonable written notice; (b) fails to maintain the required insurance coverage or coverages; or (c) files for bankruptcy protection, becomes insolvent or fails to promptly pay any undisputed amounts due to contractors, vendors, or others for goods and services provided in connection with the Agreement. Upon termination for any of the foregoing, each party shall retain its rights to any and all other remedies available at law or in equity.

#### **6. FORCE MAJEURE**

Neither party shall be liable for any delay in performance of its obligations under this Agreement, if such failure or delay is on account of causes including, but not limited to, any act of God, hurricane, earthquake, flood, lightning, unusually inclement or severe weather conditions, fire, war, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of equipment or technical facilities, failure or delay of transportation facilities, or any other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event"). If a force majeure event occurs, the party so affected shall be excused from its obligations for the period of the delay, upon prompt written notice to the other party. If the delay is such that the affected party is not reasonably capable of fulfilling its obligations under the agreement, B.A.S.S. may terminate the Agreement.

Measures taken by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") such as closing facilities and or venues related to the Tournament for any reason, is an act of government, and as such is considered a force majeure event. However, in the event of closure due to high water levels, B.A.S.S. shall have the option, but not the obligation, if permitted by the Office of Homeland Security, to allow participant anglers commence and/or continue the Tournament, upon B.A.S.S.' receipt of a signed waiver from each participant acknowledging the risk and indicating that participant has been instructed in boating safety.

#### **7. RESCHEDULED TOURNAMENTS**

The parties agree and acknowledge that the execution of the Tournament is contingent upon weather and site conditions that may affect the ability of the parties to conduct the Tournament when scheduled. In addition, the parties also agree and

CONFIDENTIAL



acknowledge that due to the expense, work and preparation necessary for the execution of the Tournament, Host's obligation to hold the Tournament is non-cancellable. In the event of weather or site conditions affecting the Tournament dates (or force majeure event set forth in Section 6), B.A.S.S. will make every reasonable effort to work with Host to reschedule the Tournament to ensure that Host receives the benefit of its Host Fee. In the event that the parties are unable to reschedule the Tournament, B.A.S.S. shall provide Host with a pro-rata refund of the Host Fee. The amount of the refund, if any, shall be based upon B.A.S.S.' calculation of the Tournament benefits promised, but not delivered to Host, as determined by B.A.S.S. in its sole discretion, which shall not be unreasonably exercised.

#### **8. LIMITATION OF LIABILITY.**

EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. MISCELLANEOUS**

a) Relationship of the Parties. The parties are independent contractors and nothing in this Agreement is intended to or shall be deemed to create a partnership or joint venture, relationship between the parties or authorize any party to act as agent for any other party.

b) No authority. HOST is not authorized to bind B.A.S.S. to any agreement or to make any commitments on behalf of B.A.S.S.

c) Severability. If any provision of this Agreement is deemed invalid or unenforceable under any applicable laws, that provision will be omitted only to the extent necessary to make this Agreement valid and enforceable and the remaining provision will remain in full force and effect.

d) Assignment. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except for assignment or transfer by B.A.S.S. to an entity controlling, controlled by or under common control with it or in connection with the disposition of all or substantially all of its assets or business.

e) No Implied Waiver. No delay or failure on the part of either party to insist upon the performance of this Agreement or any part thereof, shall constitute a waiver of any right under this Agreement.

f) Survival. The obligations and liabilities between the parties which, by their nature are intended to survive, shall survive the termination or expiration of this Agreement.

CONFIDENTIAL



g) Entire Agreement; Amendment. This Agreement (including any attached Exhibits which are hereby incorporated by this reference) constitutes the final, complete and entire understanding between the parties, superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by each party's authorized representative.

h) Notices. Except for approvals requested or made pursuant to Section 1 of these Terms and Conditions, notice to a party must be in writing, and sent by registered mail, certified mail or overnight delivery service, and must provide for formal proof of delivery or return receipt. Notice shall be sent to the respective parties at the addresses set forth in the opening paragraph and shall be effective upon confirmed receipt of notice by the addressee.

i) Confidentiality. The terms of this Agreement are confidential and may only be disclosed to those employees, agents and contractors of Host with the need to know the terms hereof for the performance Host's duties or obligations hereunder. The parties agree to maintain, and require their employees to maintain confidentiality of any other information identified as, or reasonably known to be, confidential. This obligation does not apply to any information that is required to be disclosed pursuant to applicable law or regulation.

j) Choice of Laws; Jurisdiction. This Agreement shall be governed by the laws of the State of Alabama without regard to, or the application of its choice of law provisions. The parties agree that any litigation arising out of this Agreement shall be filed in the applicable state or federal court located in Jefferson County, Alabama.

k) Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement. A facsimile, photocopied or electronically scanned signature on this Agreement shall be the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this

7<sup>th</sup> day of November, 2019.

HOST

  
\_\_\_\_\_  
City of Plattsburgh - Mayor Colin L. Read  
10/29/19

  
\_\_\_\_\_  
Adirondack Coast Visitors Bureau

B.A.S.S., LLC

  
\_\_\_\_\_  
Carol Stone, VP, General Manager

CONFIDENTIAL



## EXHIBIT A—TOURNAMENT DETAILS SHEET

**1. EVENT DESCRIPTION:** B.A.S.S will stage a four (4) day fishing tournament at the Plattsburgh City Marina and adjacent field. The tournament will include on-site weigh-ins and an expo featuring a variety of activations which may include, but are not limited to sponsor/vendor booths, exhibitions, seminars and angler appearances.

**2. EVENT LOCATION:** Plattsburgh City Marina, Dock Street, Plattsburgh, NY 12901

**3. EVENT DATES:** July 30 – August 2, 2020

**4. HOST FEE.** The ACVB shall pay to B.A.S.S. a host fee of \$50,000. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438. Payment must be made prior to July 1, 2020.

**5. HOST RESPONSIBILITIES:** Host shall provide and/or coordinate the following components of the Tournament at no cost to B.A.S.S.

**5.1 VENUES.** Host shall provide suitable space for the following:

- The City of Plattsburgh will provide the Crete Auditorium for registration area for 85 marshals to pass through, with tables and chairs set around the perimeter of the room/area/foyer on Wednesday of tournament week.
- Two meeting rooms each for 85 people theater style, held concurrently, with podium and microphone, on Wednesday of tournament week.
- Meeting room for reception for 180 people to include light appetizers and soft drinks to be paid by the ACVB.
- Venue for weigh in, including courtesy docks. Weigh in must be adjacent to fishery and be able to meet insurance requirements.
- The field across from Wilcox dock will be provided for B.A.S.S to use as service area. Permission to be secured by ACVB.

**5.2 SECURITY AND OTHER SERVICES:**

- Overnight security at the weigh-in venue for 5 nights will be paid for and arranged by ACVB. Exact hours to be discussed with B.A.S.S. staff and Host.
- The City of Plattsburgh will provide waste management services, including a dumpster and daily clean up at all tournament venues.
- One (1) high speed internet connection at the weigh-in venue for live streaming (hardline connection with a minimum of 10mbps upload/download speed).
- Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required. ACVB will provide a maximum of 4 extra portable restrooms and cleaning services for those 4 restrooms. City



will remain responsible for the cleaning of their regularly scheduled portable restrooms at the Marina and Wilcox Dock.

- Emergency Management plan, assistance with permits and coordination in accordance with city/local/state regulations based on mass gatherings.

#### **5.4 ADVERTISING and PROMOTION:**

- The ACVB must partner with local and regional print, radio, TV and other sources to drive attendance to the weigh in. B.A.S.S. Marketing Department will work with Host on content and placement and media buys.

**5.5 Expo/Festival.** Host will coordinate components and provide opportunities for exposure for local entities in conjunction with various Tournament events. Such events may include but are not limited to any expo/festival type event in conjunction with the weigh-in held on Saturday and Sunday of the tournament. Details of the expo/festival may include but are not limited to:

- Expo/Festival is complimentary for the public to attend. Preferred that parking is complimentary as well.
- Highlights the local community's flavor: food vendors, children activities, cook off competitions, arts and crafts, etc. B.A.S.S. to review and approve expo/festival components
- Does not include businesses in categories that conflict with B.A.S.S. sponsors. B.A.S.S. to provide list of categories.
- Public safety, parking, fencing, permits, volunteers and all festival coordination.
- Host to confirm that all vendors observe health, safety, licensing, and local and state permitting, laws and regulations.

#### **6. B.A.S.S. RESPONSIBILITIES: B.A.S.S. responsible for the following components of the Tournament, at its own cost.**

**6.1 TOURNAMENT EXECUTION.** B.A.S.S. shall obtain all necessary licenses and lake or fishery permits; provide rules and regulations for the Tournament; solicit and acquire all entries for the Tournament; arrange for all assignment of marshals/observers during tournament briefing; pay the expenses of all personnel specifically engaged by B.A.S.S. to work in connection with the Tournament, including but not limited to supervising and instructing all volunteers working in connection with the Tournament; arrange sponsor exhibitions.

**6.2 OTHER TOURNAMENT EVENTS.** B.A.S.S. will conduct an expo in conjunction with the Tournament held on Saturday and Sunday of the tournament. Details of the expo include but not limited to:

- Expo is complimentary for the public to attend.
- B.A.S.S. sponsors' and affiliates' activations



**6.3 TELEVISION.** B.A.S.S. shall cause an audio-visual program of the Tournament (the "Program") to be telecast on an ESPN or similar television network unless it is prevented from doing so for reasons beyond its control, conflicting scheduling requirements or other bona fide reasons. Any schedule for the Program (whether or not Host receives notice of it) is subject to change at any time for any reason in ESPN's or Network's sole discretion. Host shall not cause, authorize, license or permit any exhibition or distribution of the Program or any portion thereof in any form by any means, uses or media whatsoever. Subject to B.A.S.S. prior written consent, not to be unreasonably withheld, Host may distribute clips of the Tournament after its initial telecast by B.A.S.S. in promotional material, on its website, and for other purposes not in conflict with those of B.A.S.S.

**6.4 PUBLIC RELATIONS, ADVERTISING AND MEDIA EXPOSURE.** B.A.S.S. will provide the following media exposure:

- Publicize the event and schedule of events of the tournament.
- List host destination on [www.bassmaster.com](http://www.bassmaster.com) page dedicated to tournament trail, including specific event web page.
- Post Tournament results in Bassmaster Magazine, B.A.S.S. TIMES, and [www.bassmaster.com](http://www.bassmaster.com).
- Provide host the ability to distribute collateral to anglers regarding the destination and local businesses.
- Broadcast a taped show on an ESPN Network.
- Broadcast live leader board and streaming video of tournament online.
- Create and distribute stories on the tournament by B.A.S.S. Communications.
- Bonus full-page ad in Bassmaster magazine for Host; ACVB to provide ad creative
- Provide information on destination and fishery to national media.
- Provide local host mentions on site during weigh-in each day
- Provide opportunity for local host to welcome anglers at briefing/registration.
- Provide at least four (4) voice-over mentions of host destination during television broadcast.
- Provide at least four (4) voice-over mentions of fishery during television broadcast.
- Provide complimentary One (1) Logo graphic of host destination during the television broadcast.
- Local sponsor mentions on site during weigh-in each day (4 total)
- Additional web links from Bassmaster.com to host web site to promote event
- One (1) in-show features on the TV broadcast, 5-10 seconds; ACVB to provide suggestions for features.

CONFIDENTIAL



- ACVB will coordinate two (2) complimentary marshal spots for the tournament. Marshals must be registered 60 days prior to event and meet all marshal guidelines.

**7. AGREEMENT TERM:** The term of this Agreement is July 9, 2019 to August 31, 2020 unless earlier terminated as provided in Section 5 of the Agreement.

## FIRST AMENDMENT TO AGREEMENT

This is an amendment to the agreement dated June 22, 2020, between B.A.S.S. LLC, with mailing address of 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243 (“BASS”), and Adirondack Coast Visitor’s Bureau (“ACVB”) located at PO Box 310, 7061 Route 9, Plattsburgh, NY 12901 and the City of Plattsburgh located at 41 City Hall Place, Plattsburgh, NY 12901 (herein listed jointly as “HOST”), regarding the 2020 Bassmaster Elite Series with the Tournament dates of July 30-August 2, 2020 (“Agreement”).

The parties hereby agree to amend the Agreement as follows:

1. Amended Provisions in Exhibit A – TOURNAMENT DETAIL SHEET

*A. 4. Host fee is amended to read as follows:*

The ACVB shall pay to B.A.S.S. a host fee of \$45,000. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438. Payment must be made prior to July 1, 2020.

*B. 5. Host Responsibilities is amended to read as follows:*

Host shall provide and/or coordinate the following components of the Tournament at no cost to B.A.S.S.

5.1 VENUES. Host shall provide suitable space for the following:

- Venue for weigh in, including courtesy docks. Weigh in must be adjacent to fishery and be able to meet insurance requirements.
- The field across from Wilcox dock will be provided for B.A.S.S to use as service area. Permission to be secured by ACVB.

5.2 SECURITY AND OTHER SERVICES:

- Overnight security at the weigh-in venue for 5 nights will be paid for and arranged by ACVB. Exact hours to be discussed with B.A.S.S. staff and Host.
- The City of Plattsburgh will provide waste management services, including a dumpster and daily clean up at all tournament venues.
- One (1) high speed internet connection at the weigh-in venue for live streaming (hardline connection with a minimum of 10mbps upload/download speed).
- Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required. ACVB will provide a maximum of 2 extra portable restrooms and cleaning services for those 2 restrooms. City will remain responsible for the cleaning of their regularly scheduled portable restrooms at the Marina and Wilcox Dock.
- Emergency Management plan, assistance with permits and coordination in accordance with city/local/state regulations based on mass gatherings.

*C. 6. B.A.S.S. Responsibilities is amended to read as follows:*

B.A.S.S. responsible for the following components of the Tournament, at its own cost.

6.1 TOURNAMENT EXECUTION. B.A.S.S. shall obtain all necessary licenses and lake or fishery permits; provide rules and regulations for the Tournament; solicit and acquire all entries for the Tournament; arrange for all assignment of marshals/observers during tournament briefing; pay the expenses of all personnel specifically engaged by B.A.S.S. to work in connection with the Tournament, including but not limited to supervising and instructing all volunteers working in connection with the Tournament; arrange sponsor exhibitions.

6.2 TELEVISION. B.A.S.S. shall cause an audio-visual program of the Tournament (the "Program") to be telecast on an ESPN or similar television network unless it is prevented from doing so for reasons beyond its control, conflicting scheduling requirements or other bona fide reasons. Any schedule for the Program (whether or not Host receives notice of it) is subject to change at any time for any reason in ESPN's or Network's sole discretion. Host shall not cause, authorize, license or permit any exhibition or distribution of the Program or any portion thereof in any form by any means, uses or media whatsoever. Subject to B.A.S.S. prior written consent, not to be unreasonably withheld, Host may distribute clips of the Tournament after its initial telecast by B.A.S.S. in promotional material, on its website, and for other purposes not in conflict with those of B.A.S.S.

6.3 PUBLIC RELATIONS, ADVERTISING AND MEDIA EXPOSURE. B.A.S.S. will provide the following media exposure:

- Publicize the event and schedule of events of the tournament.
- List host destination on [www.bassmaster.com](http://www.bassmaster.com) page dedicated to tournament trail, including specific event web page.
- Post Tournament results in Bassmaster Magazine, B.A.S.S. TIMES, and [www.bassmaster.com](http://www.bassmaster.com).
- Provide host the ability to distribute collateral to anglers regarding the destination and local businesses.
- Broadcast a taped show on an ESPN Network.
- Broadcast live leader board and streaming video of tournament online.
- Create and distribute stories on the tournament by B.A.S.S. Communications.
- Bonus full-page ad in Bassmaster magazine for Host; ACVB to provide ad creative
- Provide information on destination and fishery to national media.
- Provide local host mentions on site during weigh-in each day
- Provide opportunity for local host to welcome anglers at briefing/registration.
- Provide at least four (4) voice-over mentions of host destination during television broadcast.
- Provide at least four (4) voice-over mentions of fishery during television broadcast.
- Provide complimentary One (1) Logo graphic of host destination during the television broadcast.

- Local sponsor mentions on site during weigh-in each day (4 total)
- Additional web links from Bassmaster.com to host web site to promote event
- One (1) in-show features on the TV broadcast, 5-10 seconds; ACVB to provide suggestions for features.
- ACVB will coordinate two (2) complimentary marshal spots for the tournament. Marshals must be registered 60 days prior to event and meet all marshal guidelines.

2. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Amendment is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of anyone not a party hereto.

3. Counterparts. This Amendment may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of such counterparts may be delivered by fax transmission.

4. Entire Agreement. This Amendment embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior, commitments or arrangements relating thereto.

5. Effect of this Amendment. This Amendment hereby amends and revises the Agreement as set forth herein. Except as expressly provided for in this Amendment, the Agreement between the parties is in all other respected hereby ratified and remains in full force and effect.

This Amendment to Agreement is effective as of the \_\_\_ day of \_\_\_\_\_, 2020.

HOST

B.A.S.S., LLC

\_\_\_\_\_

City of Plattsburgh

\_\_\_\_\_

Title: \_\_\_\_\_

Title: VP, General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Adirondack Coast Visitors Bureau

Title: \_\_\_\_\_

Date: \_\_\_\_\_



July 6, 2020

To Whom It May Concern:

B.A.S.S. is very excited about coming to New York State to stage three Bassmaster Elite events that will be aired on ESPN2. We recognize these are unprecedented times and appreciate your support, guidance and consideration in making the events safe for the community and all involved. We have had a great relationship with the City of Plattsburgh over the years and enjoy bringing the area's beauty and incredible sportfishing to the world via our outlets.

Attached you will find the completed NY Forward Safety Plan Template issued by Empire State Development. As the situation continues to evolve, we will continue to add to and enhance our safety procedures as necessary.

Our anglers will arrive in New York July 9 or 10 to practice for their tournament on Cayuga Lake out of Union Springs. We are working with Union Springs to develop a plan for testing everyone entering the state from an area with a current travel advisory. Once in New York, the anglers and staff will all stay within the state as our schedule does not allow for time to go elsewhere. After the event in Waddington, all anglers will travel to Plattsburgh for the third event. Additionally, in accordance with the INTERIM GUIDANCE FOR PROFESSIONAL SPORTS TEAMS TRAVELING BETWEEN STATES WITH SIGNIFICANT COMMUNITY SPREAD OF COVID-19 AND NEW YORK STATE, we acknowledge that our anglers and staff must:

- Seek diagnostic testing for COVID-19 as soon as possible upon arrival (within 24 hours) to ensure they are not positive.
- Monitor themselves for a fever, or any other symptoms of COVID-19, wear a face covering when in public, maintain social distancing, clean and disinfect workspaces, equipment, and playing areas for a minimum of 14 days.
- Avoid extended periods in public, contact with strangers or anyone not associated with the team or league, and large congregate settings, except for the competitive activity for which they are traveling for a period of at least 14 days.

Our partner, ESPN2, has agreed to air 16 hours of live tournament coverage from the Plattsburgh event. This is unprecedented coverage for our sport and will bring Lake Champlain into the homes of millions of additional viewers.

We look forward to discussing any questions or concerns you may have about our plans.

Sincerely,

Eric Lopez  
Director, Event Operations

B.A.S.S., LLC  
3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243  
Telephone: (205) 313-0900 • Fax: (205) 313-0951



# NY FORWARD SAFETY PLAN TEMPLATE

Each business or entity, including those that have been designated as essential under Empire State Development's Essential Business Guidance, must develop a written Safety Plan outlining how its workplace will prevent the spread of COVID-19. A business may fill out this template to fulfill the requirement, or may develop its own Safety Plan. **This plan does not need to be submitted to a state agency for approval** but must be retained on the premises of the business and must be made available to the New York State Department of Health (DOH) or local health or safety authorities in the event of an inspection.

Business owners should refer to the State's industry-specific guidance for more information on how to safely operate. For a list of regions and sectors that are authorized to re-open, as well as detailed guidance for each sector, please visit: [forward.ny.gov](https://forward.ny.gov). If your industry is not included in the posted guidance but your business has been operating as essential, please refer to ESD's [Essential Business Guidance](#) and adhere to the guidelines within this Safety Plan. Please continue to regularly check the New York Forward site for guidance that is applicable to your business or certain parts of your business functions, and consult the state and federal resources listed below.

## COVID-19 Reopening Safety Plan

Name of Business:

Industry:

Address:

Contact Information:

Owner/Manager of Business:

Human Resources Representative and Contact Information, if applicable:

## I. PEOPLE

A. Physical Distancing. To ensure employees comply with physical distancing requirements, you agree that you will do the following:

- Ensure 6 ft. distance between personnel, unless safety or core function of the work activity requires a shorter distance. Any time personnel are less than 6 ft. apart from one another, personnel must wear acceptable face coverings.
- Tightly confined spaces will be occupied by only one individual at a time, unless all occupants are wearing face coverings. If occupied by more than one person, will keep occupancy under 50% of maximum capacity.

- Post social distancing markers using tape or signs that denote 6 ft. of spacing in commonly used and other applicable areas on the site (e.g. clock in/out stations, health screening stations)
- Limit in-person gatherings as much as possible and use tele- or video-conferencing whenever possible. Essential in-person gatherings (e.g. meetings) should be held in open, well-ventilated spaces with appropriate social distancing among participants.
- Establish designated areas for pick-ups and deliveries, limiting contact to the extent possible.

*List common situations that may not allow for 6 ft. of distance between individuals. What measures will you implement to ensure the safety of your employees in such situations?*

*How you will manage engagement with customers and visitors on these requirements (as applicable)?*

*How you will manage industry-specific physical social distancing (e.g., shift changes, lunch breaks) (as applicable)?*

## **II. PLACES**

**A. Protective Equipment.** To ensure employees comply with protective equipment requirements, you agree that you will do the following:

- Employers must provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement.

*What quantity of face coverings – and any other PPE – will you need to procure to ensure that you always have a sufficient supply on hand for employees and visitors? How will you procure these supplies?*

- Face coverings must be cleaned or replaced after use or when damaged or soiled, may not be shared, and should be properly stored or discarded.

*What policy will you implement to ensure that PPE is appropriately cleaned, stored, and/or discarded?*

- Limit the sharing of objects and discourage touching of shared surfaces; or, when in contact with shared objects or frequently touched areas, wear gloves (trade-appropriate or medical); or, sanitize or wash hands before and after contact.

*List common objects that are likely to be shared between employees. What measures will you implement to ensure the safety of your employees when using these objects?*

**B. Hygiene and Cleaning. To ensure employees comply with hygiene and cleaning requirements, you agree that you will do the following:**

- Adhere to hygiene and sanitation requirements from the [Centers for Disease Control and Prevention \(CDC\)](#) and [Department of Health \(DOH\)](#) and maintain cleaning logs on site that document date, time, and scope of cleaning.

*Who will be responsible for maintaining a cleaning log? Where will the log be kept?*

- Provide and maintain hand hygiene stations for personnel, including handwashing with soap, water, and paper towels, or an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.

*Where on the work location will you provide employees with access to the appropriate hand hygiene and/or sanitizing products and how will you promote good hand hygiene?*

- Conduct regular cleaning and disinfection at least after every shift, daily, or more frequently as needed, and frequent cleaning and disinfection of shared objects (e.g. tools, machinery) and surfaces, as well as high transit areas, such as restrooms and common areas, must be completed.

*What policies will you implement to ensure regular cleaning and disinfection of your worksite and any shared objects or materials, using [products](#) identified as effective against COVID-19?*

**C. Communication. To ensure the business and its employees comply with communication requirements, you agree that you will do the following:**

- Post signage throughout the site to remind personnel to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfecting protocols.
- Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.
- Maintain a continuous log of every person, including workers and visitors, who may have close contact with other individuals at the work site or area; excluding deliveries that are performed with appropriate PPE or through contactless means; excluding customers, who may be encouraged to provide contact information to be logged but are not mandated to do so.

*Which employee(s) will be in charge of maintaining a log of each person that enters the site (excluding customers and deliveries that are performed with appropriate PPE or through contactless means), and where will the log be kept?*

- If a worker tests positive for COVID-19, employer must immediately notify state and local health departments and cooperate with contact tracing efforts, including notification of potential contacts, such as workers or visitors who had close contact with the individual, while maintaining confidentiality required by state and federal law and regulations.

*If a worker tests positive for COVID-19, which employee(s) will be responsible for notifying state and local health departments?*

### III. PROCESS

**A. Screening.** To ensure the business and its employees comply with protective equipment requirements, you agree that you will do the following:

- Implement mandatory health screening assessment (e.g. questionnaire, temperature check) before employees begin work each day and for essential visitors, asking about (1) COVID-19 [symptoms](#) in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close contact with confirmed or suspected COVID-19 case in past 14 days. Assessment responses must be reviewed every day and such review must be documented.

*What type(s) of daily health and screening practices will you implement? Will the screening be done before employee gets to work or on site? Who will be responsible for performing them, and how will those individuals be trained?*

*If screening onsite, how much PPE will be required for the responsible parties carrying out the screening practices? How will you supply this PPE?*

**B. Contact tracing and disinfection of contaminated areas.** To ensure the business and its employees comply with contact tracing and disinfection requirements, you agree that you will do the following:

- Have a plan for cleaning, disinfection, and contact tracing in the event of a positive case.

*In the case of an employee testing positive for COVID-19, how will you clean the applicable contaminated areas? What products identified as effective against COVID-19 will you need and how will you acquire them?*

*In the case of an employee testing positive for COVID-19, how will you trace close contacts in the workplace? How will you inform close contacts that they may have been exposed to COVID-19?*

## IV. OTHER

Please use this space to provide additional details about your business's Safety Plan, including anything to address specific industry guidance.



RECENT LIVE STREAMS

2020 BASSMASTER ELITE AT LAKE EUFAULA DAY 4 WEIGH-IN



Staying up to date on industry-specific guidance:

To ensure that you stay up to date on the guidance that is being issued by the State, you will:

- Consult the NY Forward website at [forward.ny.gov](https://forward.ny.gov) and applicable Executive Orders at [governor.ny.gov/executiveorders](https://governor.ny.gov/executiveorders) on a periodic basis or whenever notified of the availability of new guidance.

**STAY HOME.**

**STOP THE SPREAD.**

**SAVE LIVES.**

## State and Federal Resources for Businesses and Entities

As these resources are frequently updated, please stay current on state and federal guidance issued in response to COVID-19.

### *General Information*

[New York State Department of Health \(DOH\) Novel Coronavirus \(COVID-19\) Website](#)

[Centers for Disease Control and Prevention \(CDC\) Coronavirus \(COVID-19\) Website](#)

[Occupational Safety and Health Administration \(OSHA\) COVID-19 Website](#)

### *Workplace Guidance*

[CDC Guidance for Businesses and Employers to Plan, Prepare and Respond to Coronavirus Disease 2019](#)

[OSHA Guidance on Preparing Workplaces for COVID-19](#)

### *Personal Protective Equipment Guidance*

[DOH Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees](#)

[OSHA Personal Protective Equipment](#)

### *Cleaning and Disinfecting Guidance*

[New York State Department of Environmental Conservation \(DEC\) Registered Disinfectants of COVID-19](#)

[DOH Interim Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19](#)

[CDC Cleaning and Disinfecting Facilities](#)

### *Screening and Testing Guidance*

[DOH COVID-19 Testing](#)

[CDC COVID-19 Symptoms](#)

**STAY HOME.**

**STOP THE SPREAD.**

**SAVE LIVES.**