

## TOWN BOARD MEETING AGENDA

**Date:** April 9, 2015  
**Time:** 7:00 P.M.  
**Location:** Town Hall- Lower Level  
**Meeting:** Regular

1. Call Meeting to Order
2. Pledge of Allegiance
3. Establish the Agenda
4. Personal Appearance
  - 4.1) Cheryl Vaillancourt – Dumpsters in Town of Tupper Lake
  - 4.2) Michelle Clement – ROOST update
  - 4.3) John McVeigh – Supervisor for Brookfield Power
5. Approve Abstract of Audited Vouchers in the amount of \$60,897.54
6. Approve Town Departments Monthly Reports
7. Committee Reports
8. Old Business
  - 8.1) Discuss revised copy of 2015 Littlewolf Campground Rules & Regulations
  - 8.2) Update on sign out front of Town Hall
  - 8.3) Update on Racquette River Drive Oder
9. New Business
  - 9.1) Appoint Paul Besaw to Littlewolf Caretaker and Laborer position effective April 6, 2015
  - 9.1) Approve AES Landfill Agreement
  - 9.2) Approve Shared Highway Services Agreement with neighboring Towns & Villages
  - 9.3) Discuss Boat Wash Station at Moody Boat Launch
10. Public Comment (5 min.)
11. Executive Session
  - Summer Employment
12. Adjournment

# TOWN OF TUPPER LAKE ABSTRACT OF AUDITED VOUCHERS

APRIL 9<sup>TH</sup>, 2015  
TOWN BOARD MEETING  
SUPERVISOR'S ORIGINAL COPY

I HEREBY CERTIFY THAT THE VOUCHERS LISTED ON THIS ABSTRACT FOR THIS PERIOD CONSISTING OF THESE ATTACHED PAGES WERE AUDITED AND ALLOWED IN THE AMOUNTS SHOWN. AUTHORIZATION IS HEREBY GIVEN AND DIRECTION IS MADE TO PAY EACH OF THE CLAIMANTS THE AMOUNT OPPOSITE HIS NAME.

## ABSTRACT #4

**VOUCHERS # 2015-0164-0165 & 2014-0167-0230**

\_\_\_\_\_  
SUPERVISOR, Patricia Littlefield      DATE

\_\_\_\_\_

\_\_\_\_\_  
DEPUTY SUPERVISOR, John Quinn      DATE

\_\_\_\_\_

\_\_\_\_\_  
COUNCILMAN, Michael Dechene      DATE

\_\_\_\_\_

\_\_\_\_\_  
COUNCILWOMAN, Kathleen Lefebvre      DATE

\_\_\_\_\_

\_\_\_\_\_  
COUNCILMAN, Richard Skiff      DATE

\_\_\_\_\_

DATED:      4/9/2015

SIGNED - \_\_\_\_\_, TOWN CLERK

**Town of Tupper Lake**  
**Abstract #4 - April 9, 2015**

<b>Fund</b>			<b>Prepaid/Debit</b>	<b>Unpaid</b>	<b>Total</b>
General	200.01		\$ 30,807.61	\$ 8,411.79	\$ 39,219.40
Highway	200.03		\$ -	\$ 12,213.88	\$ 12,213.88
Highway Outside	200.04		\$ 204.89	\$ 4,102.35	\$ 4,307.24
Fire District	200.06		\$ -	\$ -	\$ -
Sewer #5	200.10		\$ -	\$ 226.57	\$ 226.57
Sewer #8-1	200.12		\$ -	\$ 4.89	\$ 4.89
Sewer #8-2	200.13		\$ -	\$ 38.13	\$ 38.13
Sewer #17	200.15		\$ 1,268.43	\$ 975.72	\$ 2,244.15
Sewer #17-1	200.16		\$ -	\$ 4.88	\$ 4.88
Sewer #17-2	200.17		\$ -	\$ 4.88	\$ 4.88
Sewer #23	200.19		\$ -	\$ 2,600.28	\$ 2,600.28
Water #3	200.21		\$ -	\$ 33.24	\$ 33.24
Moody Lighting	200.31		\$ -	\$ -	\$ -
Water #15	200.36		\$ -	\$ -	\$ -
<b>Total For Abstract</b>			<b>\$ 32,280.93</b>	<b>\$ 28,616.61</b>	<b>\$ 60,897.54</b>

## Prepaid/Debit Vouchers

Supplier	Amount	Fund
Adirondack Daily Enterprise	\$ 200.20	01
Association of Towns	\$ 110.00	01
BestBuy.com	\$ 99.99	01
Deere Credit Inc.	\$ 441.62	01
Deere Credit Inc.	\$ 441.62	01
JP Morgan Chase (Roosevelt & Cross)	\$ 20,000.00	01
JP Morgan Chase (Roosevelt & Cross)	\$ 1,860.00	01
NYS Comptroller - Justice Fund	\$ 6,879.00	01
Pitney Bowes	\$ 200.00	01
Pitney Bowes	\$ 245.97	01
Running Count, Inc.	\$ 79.00	01
SGM Co. Inc.	\$ 204.89	04
Time Warner Cable - Beach	\$ 30.46	01
Time Warner Cable - Office	\$ 84.99	01
USDA Rural Development	\$ 1,268.43	15
US Bancorp Equipment Finance	\$ 134.76	01
<b>Total</b>	<b>\$ 32,280.93</b>	

# Town of Tupper Lake Code Enforcement

## Monthly Report March 2015

4 Building Permits issued in March

0 Demolition Permits

0 Complaint filed

Completed 3 field inspections

March 2015 miles logged 256

Completed State mandated 24 hours of continuing education in Lake Placid March 2<sup>nd</sup> through March 5<sup>th</sup>.

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary  
Code Enforcement Officer  
Town of Tupper Lake

# Recreation Report for 04-09-15

**BEACHFEST** – I will attempt this a third time. If you remember this has been a daylong event at Little Wolf featuring a Paintball Triathlon, games and contests and of course sand sculptor Phil Singer. Mr. Singer has contacted me to see if we wanted to have him back. This year's date would be August 15. Do I have permission to again secure Mr. Singer's services?

**SPRING SPORTS** – The sports schedule is ramping up. You see me here at night for the next several weeks doing signups

**EXECUTIVE SESSION** – I request to speak with board members in regard to summer employment.

Town of Tupper Lake  
Dog Control Report

For the Month of: February

Date: 3-1-15

Complaints Received 1

Complaints Answered 1

Dogs Captured 1

Dogs return to owner 0

Dogs turned over to DCO 1

Dogs transported to Humane Society 0

Dogs Adopted 1

Dogs Euthonized 0

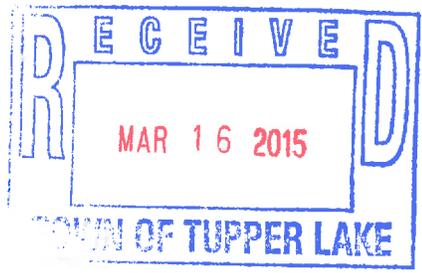
Dogs treated by Vet 0

Dangerous Dog Complaints 0

Tickets issued 0

Mileage 24 DCO Shaheen R Shaheen

Report prepared by Shaheen R Shaheen DCO



**Resolution #32 2014**  
**2015 LITTLE WOLF BEACH AND CAMPGROUND**  
**RULES & REGULATIONS**

PLEASE READ CAREFULLY  
AMENDED 6-12-2014  
REVISED 8-14-2014  
Revised 10-9-2014

*Welcome to the Town of Tupper Lake's Little Wolf Campground and Beach!*  
*We're so happy you've chosen to spend time with us.*

There are a few rules in order to make everyone's experience fun, safe, and enjoyable.

**TOWN ORDINANCE:** No ATV's (3 & 4 Wheelers) or dirt bikes allowed. There is one 4-wheeler owned by the Town and used only by a town employee for work purposes only on the grounds.

**ARRIVAL/DEPARTURE:** Check in time is 2 p.m. or later. Check out time on the day you leave is 12 p.m.

**PAYMENT:** Full payment for entire stay is due at check-in. For Seasonal Renters payment is due in full by May 1. No exceptions. If not paid, you forfeit the site.

**BEACH:** Absolutely no one in the water unless the lifeguards are on duty and only within the roped beach area. Hours are 11 a.m. to 7 p.m. and only when the season begins in June, once school is out.

**VEHICLES:** No more than 2 vehicles at a site at any given time. Parking is available by beach area.

**SPEED LIMIT:** drive slowly on the grounds – 5 MPH. Speeding WILL NOT be tolerated.

**WILDLIFE:** Please remember there are bears and other wild animals. Do not leave items out that they will find desirable. Please bag garbage and place it in the dump trailer located near the entrance. **Do not** feed ducks, geese, and seagulls.

**SEWAGE:** There is a dump station near the front entrance. There is a \$10 charge for non-campers and non-resident campers.

**DOGS:** You must provide proof that your pet(s) is current on all required shots prior to check-in. All pets must be attended, leashed and cleaned up after in all areas of the campground.

**CAMPFIRES:** Must be attended at all times. A maximum of one face cord (4' x 8') of wood shall be stored per camp site. During burn bans, no fires of any type are permitted. Please do not place ashes in the trailer – if you need a pick-up of ashes let us know. Firewood transported more than 50-miles from campground is not permitted.

**SMOKING:** Prohibited around concession stand and on beach.

**LITTERING:** Prohibited in every area of the beach and campground.

**DUMPSTER:** Only for use by campers. No household garbage or other trash allowed.

**NOTICE:** All campers and their visitors are required to conduct themselves in a respectable manner. Loud vulgarity will not be tolerated. Quiet hours are to be observed from 10:00 p.m. to 8:00 a.m. All children under 18-years of age must obey the curfew of 9:30 p.m. and be at their campsite or accompanied by a parent. **No children under the age of 18 may be left at the campground without a responsible adult supervising them. Children 5 years and under must be supervised at all times in playground area.**

**OTHER ITEMS:** Cable TV is available at each site. You must make your own arrangements with the Time Warner Cable.

As the summer goes on, we will be working on renovations and repairs as well as normal daily maintenance. Suggestions are always welcome, but we do operate under a budget!

The snack bar will be up & running Memorial weekend with more added as time goes on. We appreciate your business. We will also have some extra items – wood, ice (cubes).

Little Wolf Beach Campgrounds reserves the right to take any action at equity and/or law that we deem appropriate to enforce the Rules and Regulations of Little Wolf Beach Campgrounds.

All campers and their visitors shall comply with all municipal ordinances, resolutions and other laws, all county regulations and laws, all state laws and all federal laws, including any lawful instruction from the caretaker.

*Thank you in advance for your cooperation and let's have a great summer!*

**\*If there is any problem let us know. We cannot correct or fix the problems if we do not know about them.**

**I have read and understand the rules and regulation of Little Wolf Beach and Campground.**

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Date: October 9, 2014

Motion: Councilman Dechene

Seconded: Councilwoman Lefebvre

Absent: Councilman Skiff

Action: Carried 4/0 Littlefield, Quinn, Dechene, Lefebvre

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Laurie J Fuller – Town Clerk RMC

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 9, 2015 ("Effective Date") between  
Town of Tupper Lake ("Owner")

and

Architecture, Engineering, and Land Surveying Northeast, PLLC (AES Northeast, PLLC) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

(T) Landfill Annual Sampling & Reporting  
AES Project No. 3452 ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- Provide (1) site visit (i.e. annual monitoring) and Report of Findings for the post-closure monitoring of the Town of Tupper Lake Landfill.
- Provide testing equipment, analysis of samples (baseline parameters) and laboratory reports.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Prior to December 31, 2015.
- ~~C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding \_\_\_ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

## 2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable on receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- ~~D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.~~
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site. ~~or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.~~
- ~~F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.~~
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, less costs of sub-consultants and reimbursable expenses.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability

for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. The total compensation for services and reimbursable expenses shall not exceed **\$5,000.00** without prior written authorization of the Owner.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Tupper Lake

ENGINEER: AES Northeast, PLLC.



By: \_\_\_\_\_  
Patricia S. Littlefield  
Title: Town Supervisor

By: Wayne P. Ryan  
Wayne P. Ryan, P.E.  
Title: Senior Member

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

Date Signed: 3/16/15

Engineer License or Firm's Certificate  
Number: 063220  
State: New York

Address for giving notices:

120 Demars Boulevard  
Tupper Lake, NY 12986  
(518) 359-3981 Office  
(518) 359-8193 Fax

Address for giving notices:

10-12 City Hall Place  
Plattsburgh, NY 12901  
(518)561-1598 Office  
(518)561-1990 Fax



ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **March 9, 2015**.

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(Subject to change after December 31, 2015)

**Hourly Fee Schedule**

Principal - Professional Engineer	\$125.00
Principal - Registered Architect	\$115.00
Principal - Land Surveyor	\$115.00
Professional Engineer (CE, ME, EE)	\$80.00-\$100.00
Construction Manager	\$98.00
Land Surveyor - Office	\$66.00-\$74.00
Land Surveyor - Field	\$70.00-\$79.00
Surveying Technician	\$40.00-\$69.00
Survey Crew - Field Work	\$110.00-\$140.00
PWR – Party Chief (Prevailing Wage Rate)	\$123.00
PWR – Instrument Person (Prevailing Wage Rate)	\$116.00
PWR Survey Crew (Prevailing Wage Rate)	\$239.00
CADD Technician	\$40.00-\$55.00
Engineering Technician	\$50.00-\$62.00
E.I.T. (Engineer in Training)	\$50.00-\$80.00
Architectural Designer	\$58.00
Resident Project Representative	\$54.00-\$60.00
Office Manager	\$56.00
Technical Assistant	\$54.00
Information Technologist	\$75.00

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**Appendix 1, Standard Hourly Rates Schedule**

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

## Reimbursables 2015

Copies / Single Sided (8 1/2" X 11")	\$.20
Copies / Single Sided (8 1/2" X 14")	\$.22
Copies / Single Sided (11" X 17")	\$.25
Copies / Double Sided (8 1/2" X 11")	\$.26
Copies / Double Sided (8 1/2" X 14")	\$.28
Copies / Double Sided (11" X 17")	\$.31
Large Document (Black & White) Copies (24" X 36")	\$1.50
Large Document (Black & White) Copies Over (24" X 36")	\$2.25
Color Prints / Plots (8 1/2" X 11")	\$2.00
Color Prints / Plots (11" X 17")	\$5.00
Color Prints / Plots (24" X 36")	\$20.00
Color Prints / Plots (Over 24" X 36")	\$26.25
Mylar Prints / Plots	\$20.00
Mileage	\$.56 / mile

Scan Drawings to CD	≤ 10	Sheets \$15.00 per sheet*
	11 - 20	Sheets \$ 7.50 per sheet*
	> 20	Sheets \$ 2.00 per sheet*

Prepare CAD drawings for Contractor Shop Drawings      \$50.00 per sheet / drawing\*

Construction Documents on CD (in .pdf or .tiff format)      \$50.00 / CD

\* + \$10.00 / CD + \$15.00 Setup

**RESOLUTION #14 of 2014  
AUTHORIZING TOWN SUPERVISOR TO SIGN A CONTRACT FOR SHARED  
HIGHWAY SERVICES ON BEHALF OF THE TOWN**

AT A MEETING of the Town Board of the Town of Tupper Lake held at 120 Demars Blvd., Tupper Lake, New York on the 13<sup>th</sup> day of March, 2014, upon calling of the roll by the Town Clerk the following members were:

- Present:
- Supervisor Littlefield
- Councilman Quinn
- Councilman Dechene
- Councilwoman Lefebvre
- Councilman Skiff

**COPY**  
*Last Years  
need to add  
TOWNS*

The following resolution was offered by Councilman Quinn who moved its adoption, and seconded by Councilman Dechene, to wit:

RESOLUTION authorizing the Town Supervisor to sign a contract on behalf of the Town to permit the Town Highway Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Town of Tupper Lake have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Town of Tupper Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of Tupper Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of Tupper Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Tupper Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Town of Tupper Lake Town Board to give the Town Superintendent of Highways the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Town of Tupper Lake to be a party to such shared services arrangements.

**NOW THEREFORE, BE IT RESOLVED** that the Town Supervisor of the Town of Tupper Lake is hereby authorized to sign the following contract on behalf of the Town:

### **"CONTRACT FOR SHARED HIGHWAY SERVICES**

"1. For purposes of this contract, the following terms shall be defined as follows:

"a) 'Municipality' shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Town of Tupper Lake.

"b) 'Contract' shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

"c) 'Shared Service' shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

"i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

"ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

"iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

"iv) the maintenance of machinery or equipment by a municipality for other municipalities.

"d) 'Superintendent' shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

"2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Town of Tupper Lake.

"3. The Town of Tupper Lake by this agreement grants unto the Town Superintendent of Highways the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

"a) The Town of Tupper Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Tupper Lake. The determination as to whether such machinery, with or without operators, is needed by the Town of Tupper Lake shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

"b) The Town of Tupper Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the said Superintendent determines that it will be in the best interests of the Town of

Tupper Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Tupper Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

"c) The Town of Tupper Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Highway Superintendent.

"d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

"e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

"f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

"g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

"4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Town Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

"5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related

to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

"6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared Service shall be set forth in the memorandum.

"7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

"8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

"9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

"10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

"11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

"12. Any action taken by the Town Superintendent of Highways pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

"13. A record of all transactions that have taken place as a result of the Town of Tupper Lake participating in the services afforded by this contract shall be kept by the Town Superintendent of Highways, and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

"14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it

cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

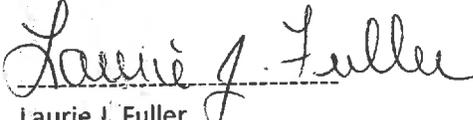
"15. This contract shall be reviewed each year by the Town of Tupper Lake and shall expire five years from the date of its signing by the Town Supervisor. The Town Board may extend or renew this contract at the termination thereof for another five year period.

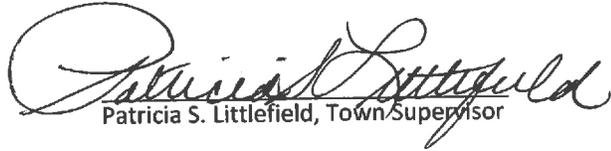
"16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Town Highway Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Town Highway Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Town Highway Superintendent."

"IN WITNESS THEREOF, the said Town of Tupper Lake has by order of the Town Board caused these presents to be subscribed by the Town Supervisor this 13th day of February, 2014.

ATTEST:

Town of Tupper Lake, by:

  
Laurie J. Fuller  
Town Clerk

  
Patricia S. Littlefield, Town Supervisor

The Town Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

Town of Franklin

Franklin County

Town of Brighton

Village of Saranac Lake

Town of St. Armand

Village of Tupper

Town of Piercefield

Town of Santa Clara

Town of Clifton

Town of Long Lake

This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Supervisor Littlefield	AYE	Councilman Quinn	AYE
Councilman Dechene	AYE	Councilwoman Lefebvre	AYE
Councilman Skiff	AYE		