

TOWN OF TUPPER LAKE TOWN BOARD MEETING

Agenda

Date: July 10, 2014

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. Approve minutes for meeting dated June 12, 2014
5. Personal Appearance
Rudolph Schneider & Jerry Maliszewski / discuss water levels at Setting Pole Dam & Underwood Bridge.
6. Approve Operating Statements, Balance Sheets and Abstract of Audited Vouchers in the amount of
7. Approve Monthly reports for Code Officer, Youth Activity Director, Dog Control Officer, Highway Superintendent & Littlewolf Caretaker
8. Committee Reports
9. Old Business
 - 9.1) Quotes for Employee Handbook
 - 9.2) Update on sewer smell on Racquette River Drive
 - 9.3) Discuss amending the Application for use of Pavillion at Beach
 - 9.4) Discuss amending Little Wolf Rules & Regulations for seasonal campers
 - 9.5) Discuss ROOST contract
10. New Business
 - 10.1) Resolution authorizing appointment of law firm for Land Use violation
 - 10.2) Resolution for Justice Court Assistance Program (JCAP)
 - 10.3) Resolution for contract with County for Roadside Mowing
 - 10.4) Bid results for 2,000 ton crusher run
 - 10.5) Bid results for Utility tractor for Little wolf
11. Public Comment (5min.)
12. Executive Session
 - 12.1) Matters leading to the appointment or removal of a particular corporation
 - 12.2) Sale of Real Property
 - 12.3) Union Contract
13. Adjournment

1. Call Meeting to Order

2. Pledge of Allegiance

3. Establish the Agenda

4. Approve Minutes

5. Personal Appearance

**Rudolph Schneider
&
Jerry Maliszewski**

6. Approve Operating Statement

Balance Sheets

Abstract of Audited Vouchers

Town of Tupper Lake
Abstract #7 - July 10, 2014

<u>Fund</u>		<u>Prepaid/Debit</u>		<u>Unpaid</u>	<u>Total</u>
General	200.01	\$ 2,962.87	\$	12,873.53	\$ 15,836.40
Highway	200.03	\$ 31.90	\$	1,838.04	\$ 1,869.94
Highway Outside	200.04	\$ 31.90	\$	2,393.53	\$ 2,425.43
Fire District	200.06	\$ -	\$	-	\$ -
Sewer #5	200.10	\$ 17,422.95	\$	37.54	\$ 17,460.49
Sewer #8-1	200.12	\$ -	\$	5.18	\$ 5.18
Sewer #8-2	200.13	\$ 33.24	\$	13.86	\$ 47.10
Sewer #17	200.15	\$ 33.24	\$	5.17	\$ 38.41
Sewer #17-1	200.16	\$ 6,835.00	\$	165.04	\$ 7,000.04
Sewer #17-2	200.17	\$ 2,995.00	\$	35.49	\$ 3,030.49
Sewer #23	200.19		\$	-	\$ -
Water #3	200.21	\$ 33.24	\$	79.19	\$ 112.43
Water #17	200.30	\$ 8,267.00	\$	-	\$ 8,267.00
Moody Lighting	200.31		\$	502.05	
Water #15	200.36		\$	4.66	\$ 4.66
					\$ -
Total For Abstract		\$ 38,646.34	\$	17,953.28	\$ 56,599.62

Prepaid/Debit Vouchers

Supplier	Amount	Fund
Cornetstone	\$ 626.25	
	\$ 459.68	01
	\$ 66.85	10
	\$ 33.24	13
	\$ 33.24	15
	\$ 33.24	21
Community Bank NA	\$ 15,907.04	
	\$ 14,478.10	10
	\$ 1,428.94	01
Manufacturers & Traders Trust	\$ 20,975.00	
	\$ 2,878.00	10
	\$ 6,835.00	16
	\$ 2,995.00	17
	\$ 8,267.00	30
Pitney Bowes	\$ 200.00	01
Time Warner Cable - Garage	\$ 74.95	01
Time Warner Cable	\$ 75.00	01
Time Warner Cable - Beach	\$ 119.20	
Tupper Lake Woodsmen's Assoc.	\$ 175.00	01
US Bancorp Equipment Finance	\$ 166.31	01
Verizonwireless	\$ 98.94	01
Westco Insurance Company	\$ 228.65	
	\$ 164.85	01
	\$ 31.90	03
	\$ 31.90	04
Total	\$ 38,646.34	

7. Approve Monthly Reports

Town of Tupper Lake Code Enforcement

Monthly Report June 2014

10 Building Permits issued in June

0 Demolition Permits

5 Complaint filed

Completed 24 field inspections

June 2014 miles logged 213

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary
Code Enforcement Officer
Town of Tupper Lake

Recreation Report for July 10, 2014

ZOMBIE WALK

The planned Zombie Walk planned for August 23 has been usurped by another event. After being told by that event's organizer that they had no intent on rescheduling I decided to take the high road and reschedule ours to early October. I would ask the board for a budget for this event. I was thinking around \$700 could cover the cost of needed materials and DJ and/or band.

BASEBALL

I would call this year's baseball season a success. Our numbers were at par with last year but it was the effort put forth by parents/volunteers that made the difference. As every year going into the season there just isn't enough help but in the end people always step up. This year's acts of volunteerism were exceptional. We had coaches that really took their time and taught the kids the fundamentals of the game.

SOFTBALL

Believe it or not the season is still going. Bon Fletcher has is coaching 9 and 10 year olds and they continue to practice and play each week. In fact they are at the LP Quinn right now playing a team from Saranac Lake. They hope to add some games against Bloomingdale and Lake Placid

SOCCER

Soccer got underway this week and numbers were looking down until an influx of people decided to sign up late.

DAY CAMP

Day Camp has also started and Camp Director Jacob Klossner is doing an excellent job. Whenever I pop up for a visit they're always engaged in some sort of game, craft or activity. The staff has been phenomenal as well.

SWIM LESSONS

And swim lessons started this week. This is program that seems to grow each year. Enrollment is at 66. I believe a revamped program which includes wider flexibility in testing times has contributed to the program's success.

BEACHFEST

Hopefully we won't have 50-degree weather for this year's event. For this year we will once again do the popular kid's paintball triathlon, cardboard boat regatta, sandcastle building contest, games, movie, pizza party and more. And once again Sand Sculptor Phil Singer will be here. He will come up Friday night to work on his masterpiece and finish it on Saturday morning. I would like the board's permission to purchase the sand mix we got from Mitchell's as Mr. Singer said it was excellent material to work with.

Floor Hockey and Teen Baseball

Town of Tupper Lake
Dog Control Report

For the Month of: June

Date: 7-7-14

Complaints Received 5

Complaints Answered 5

Dogs Captured 4

Dogs return to owner 3

Dogs turned over to DCO 4

Dogs transported to Humane Society 0

Dogs Adopted 0

Dogs Euthonized 1

Dogs treated by Vet 1

Dangerous Dog Complaints 1

Tickets issued 0

Mileage 43,50 DCO Shakeen R Shakeen

Report prepared by Shakeen R Shakeen DCO

8. Committee Reports

9. Old Business

9.1) Quotes for Employee Handbook

**9.2) Update on Sewer Smell on Racquette
River Drive**

**9.3) Discuss Amending Application for
Pavillion**

**9.4) Discuss Amending Little Wolf Rules &
Regulations for seasonal campers**

9.5) Discuss ROOST contract

Daniel C. McKillip

PO Box 96

Lake Placid, New York 12946

Lake Placid, New York 12946

ph. (518) 523-7862; fax (518) 523-7862

email: nclra@roadrunner.com

518-524-5942 (Cell)

Patti,

This is a follow-up to our phone discussion about employee handbooks on June 4, 2014.

Over the years North Country Labor Relations Associates (NCLRA) has created what I refer to as Personnel Policy Handbooks for a number of public employers in the North Country including towns, villages, Essex County, among others. The following is a list of some of those employers:

1. Town of North Elba
2. Town of Jay
3. Town of Franklin
4. Village of Lake Placid
5. Village of Port Henry
6. Town of Ticonderoga
6. Harrietstown Housing Authority

I am attaching for your review the Table of Contents from the last Handbook I did for the Town of Jay. I consider it as an example of a comprehensive handbook that covers all areas that I believe a Handbook should include. The charge for a similar type Handbook is \$3,500.00.

Let me know if you have any questions.

Dan McKillip, NCLRA

TOWN OF TUPPER LAKE

Proposal for

EMPLOYEE HANDBOOK



*Submitted on April 7, 2014 by:
Public Sector HR Consultants LLC
14 Knollwood Drive
Glenville, New York 12302
Telephone: 518.399.4512
Fax: 518.384.1963
rtravers@publicsectorhr.org*

TOWN OF TUPPER LAKE EMPLOYEE HANDBOOK PROPOSAL

WHY AN EMPLOYEE HANDBOOK?

A well-written Employee Handbook will help ensure compliance with government regulations, establish better communication with employees, and gain consistency in the application of work rules.

COMPLIANCE WITH GOVERNMENT REGULATIONS

Many municipalities do not have the financial resources or the need for a full-time HR Director. As a result, personnel decisions are often made without professional guidance and without consideration for the long-term effects. This can create confusion among employees, inconsistencies in policy application, and, in many cases, violations of state and federal regulations which result in lawsuits and fines.

The Employee Handbook developed and implemented by Public Sector HR Consultants LLC (PSHRC) incorporates information, policies and procedures pertaining to the following state and federal regulations (partial list):

- The Americans with Disabilities Act
- Discrimination
- Harassment and Fair Treatment
- Sexual Harassment
- Drug-Free Workplace
- Drug & Alcohol Testing
- Smoking in the Workplace
- Workplace Violence Prevention
- Civil Service System
- Disciplinary Action (Section 75)
- Code of Ethics
- Wage & Hour Standards
- Family and Medical Leave Act
- Workers' Compensation
- Safety & Health and Hazardous Materials
- Fair Labor Standards Act

COMMUNICATION WITH EMPLOYEES

It is important that each employee understands the Town's policies and procedures as they pertain to employee benefits and work rules. A well-written employee handbook explains the benefits, including eligibility requirements, filing procedures, notification requirements, restrictions, scheduling procedures, etc. Work rules are addressed in the next section.

The Employee Handbook developed and implemented by PSHRC incorporates information, policies and procedures pertaining to the following employee benefits (partial list):

- Holidays
- Vacation Leave
- Personal Leave
- Sick Leave
- Family & Medical Leave
- Jury Duty Leave
- Medical Insurance
- Employee Assistance Program
- Workers' Compensation
- Disability Insurance
- Meal & Rest Periods
- Payroll Policies

CONSISTENT APPLICATION OF WORK RULES

The consistent application of work rules helps establish a sense of fair treatment in the workplace and will contribute to the overall success of the Town in delivering services to the public effectively and efficiently.

Further, successful disciplinary action is based on three basic factors: (1) there must be a mutual understanding of the work rules by the employee and the supervisor; (2) there must be uniform and consistent application of the work rules; and, (3) the discipline must be corrective and progressive with uniform and consistent penalties. Understandably, a well written Employee Handbook is essential in successful disciplinary action.

The Employee Handbook developed and implemented by PSHRC incorporates information, policies and procedures pertaining to the following work rules (partial list):

- General Rules of Conduct
- Personal Appearance
- Use of Equipment & Supplies
- Use and Care of Vehicles
- Time Records
- Time & Attendance
- Sick Leave Abuse
- Notification of Absences
- Meal & Rest Periods
- Unauthorized Work

LEGAL DEFENSE

A well-written Employee Handbook can be of great assistance in defending legal actions based on the employment relationship. For example, in Sexual Harassment cases, the Employee Handbook may be able to prove that the Town took proactive and preventative action against sexual harassment in the workplace.

SCOPE OF SERVICES

EMPLOYEE HANDBOOK – PSHRC will develop and implement an **Employee Handbook** for the Town of Tupper Lake. The specific professional services to be provided by PSHRC will include:

1. Review current employee benefits, personnel policies, procedures and established practices.
2. Interview designated Town personnel to review current policies and procedures and established past practices, and to ascertain the need for additions and modifications to current policies, procedures and practices.
3. Provide executive draft of Employee Handbook for review by appropriate Town representatives. This draft will include an introduction, table of contents, welcome message, personnel policies and procedures, compliance policies, work rules, operational hours, employee classifications, benefits, safety policies and other subjects as requested by the Town.

4. Produce one master copy of the finalized Employee Handbook. Bulk printing of the Employee Handbook is not included in this proposal.
5. Conduct one workshop to introduce the final (adopted) Employee Handbook to Town personnel.
6. Provide updates when requested by the Town or when a compliance change occurs, at no additional cost, for a period of one year from the signing of the Employee Handbook Agreement.

FEES FOR PROFESSIONAL SERVICES

The fee structure for the services detailed in this proposal is as follows:

- **Employee Handbook** – The fee for the development and implementation of an Employee Handbook for the Town of Tupper Lake will be \$4,500. This fee includes conducting one workshop to introduce the final (adopted) Employee Handbook to Town personnel.
- **Travel Expenses** –The Town of Tupper Lake will be responsible for reimbursing PSHRC for any travel expenses (mileage only) directly related to providing services detailed in this proposal. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time of travel.
- If requested by the Town, PSHRC can also provide additional on-site workshops to introduce the Employee Handbook to elected officials and/or employees. The fee for each additional workshop is \$300.

HAMEL RESOURCES, L.L.C.

10 HAWTHORNE ROAD
LAKE GEORGE, NY 12845

Proposal Prepared for

Patricia Littlefield, Town Supervisor

Town of Tupper Lake
120 Demars Boulevard
Tupper Lake, NY 12986

May 14, 2014

The following outlines the task, timeline, relevant experience and affiliated fees relative to requested services provided by Hamel Resources, L.L.C.

1. Scope of Services

Hamel Resources, L.L.C. will develop an Employee Handbook that will be applicable to all Town of Tupper Lake employees as well as applicable to CSEA union members.

2. Description of Services

- a) Review the current collective bargaining agreements, benefit information, and any correlating policies and procedures.
- b) Submit initial draft of Employee Handbook via email for review by Town Supervisor and representative(s) within ten (10) business days of proposal approval. Initial draft will include new policies for consideration.
- c) Second draft of the Employee Handbook will be submitted within ten (10) business days of feedback and change requests from town representative(s).
- d) Representative(s) and county attorney will review the second draft. Any alterations to the content will be done at this time. Union review will also be done at this time, if required.
- e) All modifications to the second draft will be made and submitted within five (5) business days upon receipt of requested changes from representative(s).
- f) A master copy in electronic form of the Employee Handbook will be forwarded for printing. Bulk printing and distribution of the Employee Handbook will be at the expense of the Town of Tupper Lake.

3. Cost of the Project

Based on the understanding of this project, Hamel Resources, L.L.C. will complete this project at a cost of \$200. This cost will include developing the format for the Employee Handbook, recommendation and development of policies. The employee handbook will be designed to include union specific information for CSEA members. Any revisions requested beyond the scope as defined will be billed at a cost of \$75.00 per hour.

Full payment is due upon completion and presentation of final product.

Submitted By:

Gail S. Hamel
Principal, Hamel Resources, LLC

Application for Use of Town Owned Community Facilities

Any facility can be reserved by a resident of the Town of Tupper Lake or a Town of Tupper Lake based organization only.

Please contact Recreation Department at (518) 359-8370 to determine availability on your preferred date(s).

The use of this facility requires a \$200 deposit. Complete the form, print, and remit with deposit (cash, check) to:

Town of Tupper Lake
120 Demars Blvd.
Tupper Lake, NY 12986

Your reservation will then be approved and confirmation/receipt will be emailed or mailed within 5 business days.

**Town of Tupper Lake
Community Facilities
LITTLEWOLF PAVILION
120 Demars Blvd.
Tupper Lake, NY 12986
(518) 359-8370
(518) 359-2634 FAX**

Today's Date: _____

Facility Requested: _____

Date Facility Requested: _____

Time: _____ **To:** _____ **Size in Group:** _____
(Include set-up and clean-up time)

Any Special Requirements of Requests: _____
(Certain requests may be subject to an additional fee)

Purpose of Facility Use: (Be Specific): _____

Name of Organization/Individual: _____

Organization/Individual Address: _____

Organization/Individual Phone: _____

Name of Person Responsible: _____

Address: _____ **Zip:** _____

Phone (H): _____ **(W):** _____ **(Cell):** _____

Email: _____

-
- The reservation contact listed above is legally responsible for any and all actions of the facility use while they in use. This person will be held financially responsible for any and all damages to park property caused by a member of his/her group. This person is responsible for his/her group's adherence to all permit guidelines including those pertaining to alcohol use.
 - The reservation contact hereby acknowledges that he/she has read, understands and agrees to comply with the guidelines outlined in this permit request. The reservation contact further verifies that he/she is 18 years of age or older (21 or older is alcohol is being served).
 - The reservation contact hereby request reservation of the Town of Tupper Lake facility for the date(s), times and purpose shown. He/she further agrees to hold harmless and completely indemnify the Town of Tupper Lake, its officer, agents and employees, in any claim of personal injury or property damage in any way arising from use of the facility.

Signature

Date

RULES AND REGULATIONS

FACILITY HOURS: Daily: 10AM – 10PM

PETS: Dogs are allowed at Littlewolf Beach/Campground & Rod & Gun areas, however they must be leashed at all times and waste properly disposed. Dogs are not allowed in swimming area of beach.

ALCOHOL: Alcoholic beverages shall only be consumed only by those of age. No glass containers allowed. The permit holder is required to acquire a permit from the NYS Liquor Authority for parties of 50 or more. Alcoholic beverages may NOT be sold on the premises.

MUSIC: Amplified live music is allowed after 12PM at reasonable levels only.

ELECTRICITY: There are several outlets located in the pavilion area at the Municipal Beach. If multiple outlets or extension cords are needed please first consult with the caretaker.

RESTRICTIONS: Firearms, fireworks, profanity or objectionable language, unlicensed motorized vehicles, illicit drugs and soliciting are prohibited.

CLEAN UP AND DAMAGES: Cleanup and any damages are the responsibility of the group or individual holding the permit. Please make sure the area is properly cleaned for the enjoyment of the next user.

CANCELLATIONS: If you decide to cancel, this office must be notified at least 2 weeks prior to your event in order to receive your deposit back.

Resolution #21/2014

2014 LITTLE WOLF BEACH RULES & REGULATIONS

PLEASE READ CAREFULLY

AMENDED 6-12-2014

*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. Seasonal Rentals payment is due in full by May 1st

BEACH: Absolutely no one in the water unless the lifeguards are on duty and only within the roped beach area. Hours are 10 a.m. to 8 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 – 10 MPH. Speeding WILL NOT be tolerated.

WILDLIFE: Please remember there are bears and other critters around. 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-residential dumps.

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 half cord (4' x 4') 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.

SMOKING: Prohibited around concession stand and on beach.

LITTERING: Prohibited in every area of the campground.

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 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 are required to obey all municipal ordinances, resolutions and other laws, all county regulations and laws, all state laws and all federal laws.

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.**

Date: June 12, 2014

Motion: Councilman Dechene

Seconded: Councilwoman Lefebvre

Absent: Councilman Quinn & Councilman Skiff

Action: Carried 3/0 vote Littlefield, Dechene, Lefebvre



TOWN OF TUPPER LAKE
LITTLE WOLF BEACH CAMPSITE

105 LITTLE WOLF ROAD
TUPPER LAKE, NY 12986
518-359-3000

SEASONAL VISITOR INFORMATION

Site: _____ Check One: Repeat Visitor ___ 1st Time ___

NAME: _____

ADDRESS: _____

HOME # : _____

CELL # : _____

VEHICLE 1	VEHICLE 2
Arrival Date: _____	Arrival Date: _____
Departure Date: _____	Departure Date: _____
Make: _____	Make: _____
Size: _____	Size: _____
License Plate: _____	License Plate: _____
State Issued: _____	State Issued: _____
# Adults ___ Children ___ Pets ___	# Adults ___ Children ___ Pets ___

Deposit: Seasonal rentals require a deposit of One Hundred Dollar (\$100.00).

Cancellation Policy: No refund of deposit for cancellation less than 7 days in advance to your arrival date. You may call or mail us your cancellation. ***If you do not contact us within one week (7 days) of you arrival you will forfeit your campsite and deposit.***

I HAVE READ AND AGREE TO COMPLY WITH ALL CAMPGROUND RULES AND REGULATIONS.

SEASONAL LEASEHOLDER SIGNATURE: _____



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into as of the _____ day of July, 2014 between:

PARTIES

The Town of Tupper Lake, 120 Demars Boulevard, Tupper Lake, NY 12986, and

The Village of Tupper Lake, 53 Park Street Tupper Lake, and

Regional Office of Sustainable Tourism, 2608 Main Street, Lake Placid, NY 12986 (hereinafter called "ROOST").

SCOPE

It is understood and agreed by the parties that ROOST will be responsible for leisure travel and event marketing for Tupper Lake.

As part of this understanding, it is agreed that ROOST will establish an office presence in Tupper Lake. Within 90-days of the signing of the "Marketing and Destination Planning Contract" between ROOST and the Town and Village of Tupper Lake, ROOST intends on establishing this office along a main corridor through Tupper Lake.

CONTRACT TERM

The term of this agreement is from July _____, 2014 through the length of the "Marketing and Destination Planning Contract" between ROOST and the Town of Tupper Lake and the Village of Tupper Lake. Upon the extension of the "Marketing and Destination Planning Contract" this agreement may be reviewed and extended by the parties.

TOWN OF TUPPER LAKE

By: _____
Patricia Littlefield, Supervisor

VILLAGE OF TUPPER LAKE

By: _____
Paul Maroun, Mayor

REGIONAL OFFICE OF SUSTAINABLE TOURISM

By: _____
James B. McKenna, CEO



DESTINATION MARKETING AND PLANNING CONTRACT

This AGREEMENT is entered into as of the _____ day of June, 2014 between:

PARTIES

The Town of Tupper Lake, 120 Demars Boulevard, Tupper Lake, NY 12986, and

The Village of Tupper Lake, 53 Park Street Tupper Lake, and

Regional Office of Sustainable Tourism, 2608 Main Street, Lake Placid, NY 12986 (hereinafter called "ROOST").

SCOPE

It is understood and agreed by the parties that ROOST will be responsible for destination marketing and destination planning services for Tupper Lake per the length of this contract.

Whereas the parties request that ROOST develop and implement a leisure travel and event marketing plan for the Tupper Lake area;

Whereas ROOST agrees to work with the Municipalities on destination planning;

Whereas ROOST agrees to design, host, maintain and develop content for a Tupper Lake leisure travel driven website;

Whereas ROOST agrees to work with the Tupper Lake Chamber of Commerce to answer visitor inquiries;

Whereas ROOST agrees to provide annual written progress and return on investment reports to the Municipalities with respect to the tourism destination marketing services;

CONTRACT TERM

The term of this agreement is from June _____, 2014 through May 31, 2017. Upon the end of the contract the parties may choose to enter into a contract renewal.

TERMINATION

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed.

Upon termination, ROOST will provide all assets developed to the Tupper Lake Chamber of Commerce and will provide training to the Tupper Lake Chamber of Commerce as necessary.

PAYMENT

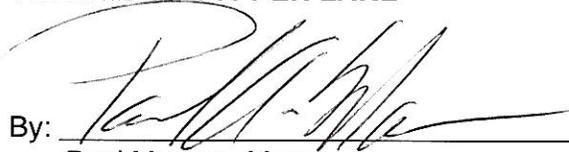
As consideration for the above listed services, the Tupper Lake Municipalities will pay ROOST \$80,000 minimum annually for three (3) year's for a total of \$240,000 minimum. Payments can be broken down quarterly as follows: (June-August / September-November / December-February / March-May).

TOWN OF TUPPER LAKE



By: _____
Patricia Littlefield, Supervisor

VILLAGE OF TUPPER LAKE

By:  _____
Paul Maroun, Mayor

**REGIONAL OFFICE OF SUSTAINABLE TOURISM,
LAKE PLACID CONVENTION & VISITORS BUREAU**

By: _____
James B. McKenna, CEO

10. New Business

10.1) Resolution authorizing appointing law firm for land use violation

10.2) Resolution for JCAP

10.3) Resolution for County Roadside Mowing

10.4) Bids for Crusher Run

10.5) Bids for Utility tractor

RESOLUTION # _____

At a regular Board Meeting of the Village of Tupper Lake on _____

At a regular Board Meeting of the Town of Tupper Lake on _____

WHEREAS, the both the Town and Village justice courts need to be refurbished and/or rebuilt; and

WHEREAS, there are funds available in the maximum amount of \$30,000 available to the Village and another \$30,000 maximum available to the Town from the Justice Court Assistance Program (JCAP); and

WHEREAS, the Village is building an emergency services building that will house the police department and by locating a new justice court in that building for the Town and Village will facilitate arraignments and the process of justice;

NOW THEREFORE, BE IT

RESOLVED, the Village of Tupper Lake and the Town of Tupper Lake authorize the application for JCAP funding to construct a new justice court for the Village and Town in the total maximum amount combined of \$60,000.

Village of Tupper Lake Clerk

Town of Tupper Lake Administrator

MOWING CONTRACT WITH MUNICIPALITY

This contract made the _____ day of _____ 2014 by and between the Town of Tupper Lake hereinafter called the "Town" and Franklin County Highway Department, hereinafter called the "County".

ARTICLE 1 - SCOPE OF WORK

The Town shall furnish all of the equipment and perform all of the work described in the Project Specifications attached.

ARTICLE 2 - TIME OF COMPLETION

The work to be performed under this contract shall be the first mowing should be completed by July 1, 2014 with the second mowing to be completed by September 15, 2014.

ARTICLE 3 - THE CONTRACT SUM

The County shall pay the Town for performance of the Contract in current funds at the rate of \$100.00 per mile for each mowing with a total of \$200.00 per mile/per season, 2.23 miles equaling Four hundred forty-six Dollars (\$446.00) upon completion of the work and submission of a properly certified invoice.

Upon receipt of notice that the work is ready for final inspection and acceptance, the County will promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly approve payment for the entire amount due the Town.

The making and acceptance of the final payment shall constitute a waiver of all claims by the County, except those arising from unsettled liens, from faulty work appearing after payment or from requirements of the specifications, and of all claims by the Town except those previously made and still unsettled.

ARTICLE 4 - CONTRACT DOCUMENTS

The Project Specifications together with this agreement form the contract and they are as fully a part of the contract as if hereto or herein repeated.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first above written.

COUNTY OF FRANKLIN

JONATHAN HUTCHINS, SUPERINTENDENT
FRANKLIN COUNTY HIGHWAY DEPARTMENT

TOWN OF Tupper Lake

SUPERVISOR

HIGHWAY SUPERINTENDENT

PROJECT SPECIFICATIONS

Roadside Mowing

- A) Roadside mowing must be as follows:
 - 1) First cutting – 10' wide at pavement edge by July 1, 2014
 - 2) Second cutting – full width of Right of Way where possible by Sept. 15, 2014
- B) Required to use appropriate health and safety procedures
- C) Required to use the proper signage according to MUTCD (Manual of Uniform Traffic Control Devices)

NYS Vehicle and Traffic Law

Article 9, Paragraph 375- Equipment, Section 36

36. (a) The slow-moving vehicle emblem as developed by the American Society of Agricultural Engineers shall be recognized as the official state slow moving vehicle emblem. The commissioner of motor vehicles shall adopt standards and specifications for design, creation and use, in conformance with those recommendations of the American Society of Agricultural Engineers for the size, design and mounting of said slow-moving vehicle emblem.

(b) Farm machinery and implements of husbandry and other machinery including road construction and maintenance machinery designed to operate at twenty-five miles per hour or less, traveling on a public highway during day or night shall display on and after January 1, 1972 a slow-moving vehicle emblem as specified in paragraph (a) of this subdivision. Such emblem may be displayed prior to January 1, 1972 in accordance with regulations issued by the commissioner.

(c) The use of such emblem shall be in addition to any lighting devices, flags or other equipment required by law. Such emblem shall be used only on farm machinery and implements of husbandry on road construction and maintenance machinery, and on such other vehicles, machinery and equipment as may be specified in regulations issued by the commissioner. All use shall be in accordance with such regulations. Use of such emblem as a clearance marker or on stationary objects on the highways is prohibited.

Notice to bidders

Notice is hereby given pursuant to section 103 General Municipal Law that the Town of Tupper Lake will accept bids for 2,000 ton, item #4, 1 ½" minus crusher run, has to meet state specs.

Bid to deliver to 18 Old Wawbeek Road, Tupper Lake, New York. Sealed bids can be dropped off or mailed to the office of the Town Clerk, 120 Demars Blvd. Tupper Lake, New York 12986 on or before 12:00 p.m. on July 7, 2014.

All Bids must be accompanied by a non-collusive certificate
The Town of Tupper Lake reserves the right to reject or waive any informalities in any and all bids if in the interest of the Town of Tupper Lake.

Town of Tupper Lake
Highway Superintendent
William Dechene

TOWN OF TUPPER LAKE

PATRICIA S LITTLEFIELD
SUPERVISOR
(518) 359-3981
(518) 359-8193 FAX

120 DEMARS BOULEVARD
TUPPER LAKE, NEW YORK 12986

LAURIE J FULLER
TOWN CLERK
(518) 359-9261
(518) 359-2634 FAX

TOWN BOARD MEMBERS

JOHN QUINN
KATHLEEN LEFEBVRE
MICHAEL DECHENE
RICHARD SKIFF



WILLIAM DECHENE
HIGHWAY SUPERINTENDENT
(518)359-9241

HON. LEONARD F. YOUNG, III
(518) 359-9278
(518) 359-8764 FAX

TDD 711

July 7, 2014

Date

Bid opening for:

2,000 ton item #4 1 1/2 minus crusher

Name	Submitted Bid
<u>Graymont</u>	Coarse Crusher Run 2" minus \$12.20 per ton delivered Coarse Crusher Run 2" minus \$7.45 per ton FOB Fine Crusher Run 1 1/4" minus \$12.00 per ton delivered Fine Crusher Run 1 1/4" minus \$7.25 per ton FOB

<u>Mitchell Stone</u>	Item #4 Crusher Run \$13.25 per ton delivered
-----------------------	---

Date of Opening 7-7-2014

Time of Opening 12:00 p.m.

Guest Present:

Witness:

Laurie J Fuller – Town Clerk
Patricia S Littlefield – Town Supervisor

Bid was awarded to _____

Town Clerk

Town of Tupper Lake
120 Demars Blvd.
Tupper Lake, NY 12986

TOWN OF TUPPER LAKE

PATRICIA S LITTLEFIELD
SUPERVISOR
(518) 359-3981
(518) 359-8193 FAX

120 DEMARS BOULEVARD
TUPPER LAKE, NEW YORK 12986

LAURIE J FULLER
TOWN CLERK
(518) 359-9261
(518) 359-2634 FAX

TOWN BOARD MEMBERS

JOHN QUINN

KATHLEEN LEFEBVRE

MICHAEL DECHENE

RICHARD SKIFF



WILLIAM DECHENE
HIGHWAY SUPERINTENDENT
(518)359-9241

HON. LEONARD F. YOUNG, III
(518) 359-9278
(518) 359-8764 FAX

TDD 711

NOTICE TO BIDDERS

Notice is hereby given, pursuant to section 103 of the General Municipal Law that the Town of Tupper Lake is seeking bids for a new 25 hp, 4 wheel drive sub-compact tractor with attachments. Specs are available in the town clerk's office. Purchase option: dealer financing 0% interest up to 60 months. Sealed bids can be dropped off or mailed to the office of the Town Clerk, 120 Demars Blvd. Tupper Lake New York 12986 on or before 4:00 p.m. on Wednesday, July 9, 2014.

All bids must be accompanied by a non-collusive certificate.

The Town of Tupper Lake reserves the right to reject or to waive any informalities in any and all bids if in the interest of the Town of Tupper Lake.

Town of Tupper Lake
Laurie J Fuller, Town Clerk
120 Demars Blvd.
Tupper Lake, NY 12986
518-359-9261

SPECIFICATIONS

New 25HP 4 WD Sub -Compact Tractor

Description: Sub-Compact Tractor with a full length frame to install easy bolt-on attachments.

5 Year Power Train Warranty or better

Engine:	3 cylinders
Hp:	25
Displacement:	80.4
Pto Rpm	540@2376

HYDRAULICS:

Type:	Open center, full live with Hydraulic position control
Pump Output:	4.6
Lift Capacity	1400

Accessories:

Loader
Pallet Fork
5' Standard Duty Lift Type Cutter
Heavy Duty Landscape Rate

Bidder to provide specs for Accessories and/or options available in each.

Bidder to Transmission

Bidder to state Tires

Bidder to state availability of equipment

Bidder to state warranty

Bidder to state financing options available

11. Public Comment (5 min.)

12. Executive Session

12.1) Appoint or remove a particular Corporation

12.2) Sale of Real Property

12.3) Union Contract

13. Adjourn