

TOWN OF TUPPER LAKE TOWN BOARD MEETING

AGENDA

Date: March 13, 2014

Time: 7:00 P.M.

Place: Town Hall – Lower Level

Meeting: Regular

PLEDGE OF ALLEGIANCE

1. Call Meeting Order
2. Establish the Agenda
3. Personal Appearance
 - 3.1) Mr. Roger Gocking / Permission to use Rod & Gun Club Beach for Canoe/Kayak Race
 - 3.2) Chris LaBarge, Chairman & Fawn Tatro Franklin County TAC
4. Old Town Business:
 - 4.1) Approve bid for RFP Tourism Marketing & Planning Services
5. New Town Business:
 - 5.1) Approve minutes for meeting dated January 2, 2014
 - 5.2) Approve Code Officer, Youth Activity Director, Dog Control Officer & Highway Superintendent's Monthly reports as submitted
 - 5.3) Review & Approve Application for Use of Town owned Community Facilities as submitted
 - 5.4) Approve Airport agreement with Town of Harrietstown
 - 5.5) Approve Resolution Authorizing Town Supervisor to Sign a Contract for Shared Highway Services with neighboring Towns.
 - 5.6) Authorize advertising to fill position of Little Wolf Campground/Beach Caretaker
 - 5.7) Discuss the Town hosting a ceremony commemorating Andrew Goodman and dedicating a trail to the summit of Goodman Mtn. in our town.
 - 5.8) Approve Town Clerk & Deputy Town Clerk to attend Conference in Saratoga April 27th thru April 30th 2014.
 - 5.9) Approve Transfers
 - 5.10) Approve Abstract #3 2014 in the amount of \$110,908.70
6. Committee Reports
7. Public Comment (5 min.)
8. Executive Session (Current Laborer Position at Highway Department)
9. Adjourn

3.1 Personal Appearance

Mr. Roger Gocking

3.2 Personal Appearance

Chris Labarge

&

Fawn Tatro

4.1

Bid for RFP Tourism Marketing Planning Service

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



TDD 711

WILLIAM DECHENE
HIGHWAY SUPERINTENDENT
(518) 359-9241

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

NOTICE TO BIDDERS

NOTICE IS HERE GIVEN: that the Undersigned Town Clerk for the Town of Tupper Lake will accept sealed bids until March 6, 2014 at 2:00 PM for the following:

The Town of Tupper Lake,
Village of Tupper Lake and
Tupper Lake Chamber of Commerce
Tourism Marketing & Planning Services

Specifications are attached and also available by contacting the Office of the Town Clerk, Town of Tupper Lake, 120 Demars Blvd, Tupper Lake, New York 12986, or by calling 518/359-9261.

Sealed bids will be received at the Office of the Town Clerk, Town of Tupper Lake, 120 Demars Blvd, Tupper Lake, New York 12986 until March 6, 2014 at 2:00 P.M. at which time all bids will be publicly opened and read aloud.

All bids submitted in response to this notice shall be marked "**SEALED BID – TOURISM/PLANNING SERVICES**" clearly on the outside of the envelope.

All bids submitted shall include an executed non-collusion bid certificate signed by the bidder as required by General Municipal Law Sec. 103d.

The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder as required by General Municipal Law Sec. 103g.

The Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce, reserves the right to accept or reject any and all bids.

Dated: February 19, 2014

Laurie Fuller
Town Clerk
Town of Tupper Lake
120 Demars Blvd
Tupper Lake, New York 12986
518/359-9261

**The Town of Tupper Lake,
Village of Tupper Lake and
Tupper Lake Chamber of Commerce**

Submit Notice Requesting Proposals For:

**Tourism Marketing &
Planning Services**

TUPPER LAKE



LIVE WORK PLAY

February 2014

REQUEST FOR PROPOSAL (RFP)

The Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce have recently reaffirmed their commitment to tourism and are requesting proposals from qualified firms to develop and implement a three-year strategic tourism plan for Tupper Lake.

The goal of the tourism plan is improve the quality of life for the residents of Tupper Lake by: stimulating the Tupper Lake economy through tourism, creating jobs that employ Tupper Lake residents, attracting entrepreneurs to grow and bring new business to Tupper Lake and developing opportunities for young talent to live in Tupper Lake to build a vibrant workforce and tax base.

BACKGROUND

Tupper Lake is situated in just about the exact middle of the 6 million acre Adirondack Park. The town is easy to reach because it's at the crossroads of the Adirondack (Route 30) and Olympic (Route 3) Scenic Byways. A gentle rolling landscape of hills, lakes, ponds and streams makes Tupper Lake the headquarters for the "10 Rivers Region". From within a 30 mile distance in all directions one can explore the 10 major rivers that flow from within the Adirondack Park: Cold River, Raquette River, Beaver River, Marion River, Hudson River, Oswegatchie River, St. Regis River, Bog River, Grass River and the Saranac River.

The town sits on the shore of nine-mile long Big Tupper Lake and has a distinct history of pioneers, loggers, and Adirondack Guides. The railway arrived in town in the 1890's and much of the modern town was built in the boom years that followed. After that Tupper Lake soon became the lumber capital of New York. Today, Tupper Lake still has a mixture of businesses, including lumbering, which gives the town a distinct flavor.

Over the year's Tupper Lake's close knit community has lead to some major projects that got their start as grass roots efforts. The Wild Center, The Adirondack Public Observatory and the operation of Big Tupper Ski Area as a volunteer effort are just a few examples of these grass roots, volunteer based efforts. However, probably no single factor ever contributed more significantly to the growth and economic stability of Tupper Lake than the Sunmount Veterans Hospital. With an amazing display of community spirit the growing village raised \$20,000 dollars to purchase the 160 acre Hosley Farm and then offered it to the Federal Government for a \$1. The offer was accepted on June 26, 1922 and the Veterans Hospital was built. Today, Sunmount exist as a development center and is still a life blood for the community.

Today, tourism plays a vital roll in the economy of Tupper Lake. The beautiful surrounding landscape is a playground for campers, paddlers, fishermen, hikers, bikers, golfers, snowmobile enthusiasts and more. The area also plays host to an exciting selection of special events, cultural festivities, athletic competitions that are widely attended by visitors and locals.

SCOPE OF WORK

Destination Planning

1. Work in conjunction with the Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce to position Tupper Lake as a “Tourism Destination Area.”

A Tourism Destination Area (TDA) is defined by the North County Regional Economic Development Council as “a community (or group of communities) that have the critical mass of attractions, amenities, tourism support services, accommodations and infrastructure that enable them to sustain their economy and quality of life in the tourism economic sector. These are centers of activity and enterprise along the Byways and Blueways of the North County in a broadly defined “community” that demonstrates a commitment to making tourism a key economic driver by having engaged in tourism development planning and having initiated local projects whose primary goal is tourism demand generation. The designation as a TDA is an economic development tool to help provide communities with access to programs, financing and opportunities to advance their tourism-related economy.”

2. Identify and assess an inventory of Tupper Lake’s tourism and attraction assets.
3. Identify and assess an inventory of special events and/or celebrations in Tupper Lake that have the potential to attract people to Tupper Lake.
4. Identify and develop community and regional partners that will assist in leveraging Tupper Lake’s identity, tourism assets and opportunities to increase tourism in the Adirondack region.
5. Identify and assess all tourism gaps, strengths, weaknesses, opportunities and competitive threats.
6. Identify and assess Tupper Lake’s tourism infrastructure capacity and the capacity for expansion to meet future tourism needs.
7. Provide analysis and establish corresponding links to Tupper Lake’s 2013 Revitalization Action Plan.

Destination Marketing

1. Identify, implement and assess all reasonably viable advertising and marketing mechanisms necessary for a successful destination marketing plan.
2. Measure and evaluate the progress of the destination marketing plan in categories such as tourism activity, referral generation, website analytics, sales tax generation, and Tupper Lake’s return on investment.
3. Provide quarterly status reports to the Town of Tupper Lake, Village of Tupper Lake and Tupper Lake Chamber of Commerce on the progress of the destination marketing plan.

4. Work in conjunction with the Tupper Lake Chamber of Commerce to operate The Tupper Lake Visitor's Center.
5. Work in conjunction with the Tupper Lake Chamber of Commerce to develop and manage Tupper Lake's tourism website www.tupper-lake.com.
6. Identify and implement cooperative marketing opportunities for Tupper Lake that will link Tupper Lake to regional marketing programs.
7. Develop cooperative marketing opportunities and educational opportunities for stakeholders.

PROPOSAL REQUIREMENTS

Proposals are requested to be concise and should include:

1. An electronic copy of the proposal should also be included in the packet
2. Executive Summary to include the main points of the proposal.
3. Brief organizational profile, including background and experience of the firm (including a minimum of two examples that relate to the above reference work requests)
4. Proposed operation plan and project schedule.
5. Cost estimates and billing cycle.

RFP SCHEDULE

The following is an outline of the anticipated schedule for proposal review and contract award:

- Issue RFP 2/20/14
- Receive proposals 3/6/14
- Complete proposal evaluation 3/6-3/11/14
- Execute contract TBD

PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated by a review committee based on the following criteria:

1. Understanding of the work required.
2. Quality and nature of proposed programs to be implemented for marketing services.
3. Proposer's experience in marketing and destination planning services.
4. Recent experience in successfully performing similar services.
5. Proposed approach in completing the work.
6. Proposed compensation.

**CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION**

Name of Bidder: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor.
2. The bidder prior to the opening has disclosed neither the price(s) nor the amount of this bid.
3. No attempt has been made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intent ally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid case or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by a firm or person to refrain from bidding or to submit a complementary bid.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid I certify that I have read, am familiar with and will comply with any and all segments of these specifications.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID number

NOTE – NEW - NYS REQUIRED FORM – EFFECTIVE 4/1/2012

IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK)
 SS:
COUNTY OF FRANKLIN)

_____, BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. I am submitting a bid to provide services and/or supplies on behalf of _____, to the County of Franklin pursuant to competitive bidding rules and regulations.
2. The address of the company or individual submitting the bid is: _____.
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York , and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the bidder has no "investment activities in Iran".
4. The bidder's taxpayer identifications number is: _____.
5. The bidder/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Name

Title

Subscribed to and sworn to before me
This _____ day of _____, 20__

Notary Public

3-6-3013

Date

Bid opening for:

RFP Tourism Marketing & Planning Services

Name

Roost

Submitted Bid

\$80,000. per year

Date of Opening 3-6-2014

Time of Opening 2:00 p.m.

Guest Present: Adam Bourdeau

Jessica Collier

Rick Donah

Witness: Mike Fritts & Town Clerk Laurie Fuller

Bid was awarded to _____

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

Town Clerk

REGIONAL OFFICE of SUSTAINABLE TOURISM



Tupper Lake RFP Response

February 6, 2014

Executive Summary

Across the country, destination marketing organizations (DMOs) like ourselves are recognizing that the future role of DMOs will be two-pronged: destination management and destination marketing. Since 2005, the Regional Office of Sustainable Tourism (ROOST) has been leading the charge for tourism master planning in the Adirondacks. To date, our office has been involved with destination master planning projects (DMPs) in Ticonderoga, Port Henry/Moriah, Schroon Lake, Lake Placid, Wilmington and Saranac Lake. In January of 2014, our office contracted with Hamilton County to spearhead a DMP and manage their leisure travel marketing initiatives. The objective and process of this planning process can be summed up as:

*"...to engineer tourism in ways that benefits area residents in terms of jobs and business opportunities. The process depends upon grassroots involvement, which was achieved by forming community tourism councils, who are committed to implementing short- and long-term action items outlined in the plans. In this way, the residents take ownership of the process, and pride in their accomplishments."*¹

Travel marketing is not new to ROOST. We have been involved in tourism marketing since 1951, when the organization was incorporated as the Lake Placid Chamber of Commerce.

Our office is in receipt of the Tourism Marketing & Planning Services RFP dated February 2014. Contained in this document, are the proposal requirements that we believe our office has the capacity to meet and exceed. We have elected to respond to this RFP due to the alignment of missions. We believe we can make great strides in assisting Tupper Lake meet their own goals of: 1) improving the quality of life for residents through tourism and 2) using tourism for job creation to build a vibrant workforce and increase the tax base.

Organizational Profile

In 1951 the Lake Placid Chamber of Commerce, Inc was incorporated. In 1982, the Lake Placid Convention Bureau was created to sell meeting & convention space in the conference center in Lake Placid. Shortly after the 1980 Olympic Winter Games, the Board of Directors realized that there was less of a need for business development in Lake Placid and more of a need for destination marketing, so the focus of the organization shifted. In 1989, the Chamber of Commerce and the Convention Bureau merged to become the Lake Placid Commerce & Visitors Bureau (LPCVB).

In 1991, to consolidate marketing efforts, the CVB contracted with Essex County to become the Lake Placid/Essex County Convention & Visitors Bureau and assumed the lead in county-wide tourism programs. From that point to date, the CVB has been the Tourism Promotion Agency for Essex County. During that time, the operating budget of the organization was based on direct funding from the County, membership dues, town of North Elba and Village of Lake Placid funding, and local business investment in marketing programs.

The board recognized the need for a secure, reliable funding stream and in 2000 an Occupancy Tax law was enacted. The goal of getting the tax passed was two-fold: 1) remove our office from the County general fund to become visitor

¹ Destination Master Planning Process in the Adirondacks - ROOST: <http://www.roostack.com/programs/sustainable-tourism/dmp>

funded and 2) develop a dedicated tourism funding source that would allow for long-term planning to grow the tourism economy.

Shortly after the law was enacted our office lobbied the county for a performance-based contract. In short, the contract requires our office to execute a marketing program that will generate a ROI back to the county of at least 60:1 (for every occupancy tax dollar spent by our office we need to prove a direct spend within the county of \$60.) To date, our office has been successful in fulfilling these annual marketing requirements to the county.

In 2005, several tourism businesses in the Ticonderoga area were having difficulty and the Supervisor reached out to our office for assistance. Our CEO met with a variety of individual business members, public officials and community leaders and over the course of several months conducted a study of their tourism industry.

The findings showed that although Ticonderoga, NY is the home of Fort Ticonderoga, a successful historic site on Lake Champlain, the region doesn't have the infrastructure to generate a true tourism economy. Yes, Fort Ticonderoga was generating a significant amount of visitation to the community however, many were day-trip visitors and didn't spend any money at any other facilities within the town.

It became apparent that marketing alone would not drive tourism success. The critical mass of tourism businesses with current amenities were imperative to develop a tourism economy. It was also recognized that visitor and resident needs are mutual.

This revelation provided some of the stimulus for the development of the Best Western Ticonderoga Inn & Suites. However, it became apparent that this was just the tip of the iceberg. Much more needed to be completed within the community to support the residents and in return create a successful destination for visitors.

In 2006 The CVB applied for a Smart Growth Grant through the Department of Environmental Conservation. With these grant funds, our office contracted with Egret Communications and started the Destination Master Plan (DMP) process in 5 towns within Essex County.

The Towns of Ticonderoga, Moriah, Schroon, Wilmington, and villages of Lake Placid and Saranac Lake each determined what partnerships they could create and what steps they could make that would lead them to a successful tourism economy. Many of these towns are still taking action on their lists contained within their DMP and our office continues to work with each group. In 2014, steps will be taken to re-evaluate their current DMPs and lead them through the Tourism Area Destination Workbook².

The whole Destination Management issue remains a priority for our office. As a result, in 2011 our board of directors voted to change the name of our organization to the Regional Office of Sustainable Tourism (ROOST.)

Our vision is to enrich the lives of visitors and residents alike by engineering a tourism economy which will sustain itself over time; economically, socially, and environmentally.

² Established in 2013 by the Regional Economic Development Councils, this document will be pivotal in gaining state funding for related projects.

Marketing Experience

As stated above, our office has been the Destination Marketing Organization (DMO) for Lake Placid since 1951. Through the years, our scope has changed (Essex County, Saranac Lake, & Hamilton County) as well as the method by which we market.

As little as 10 years ago, the process for marketing our county would have included the following steps:

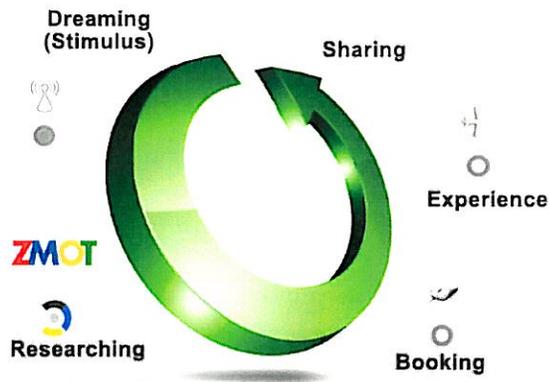
- 1) Place ads in magazines
- 2) Capture information on people who responded to advertising (wrote or called in for information)
- 3) Mail printed travel guide
- 4) Wonder if they came

As the internet and emails became stronger tools in travel marketing, our office embraced the process of sending out questionnaires to our marketing respondents. These questionnaires became the foundation of our annual Return on Investment Study.

Not only have these studies provided information on in-market expenditures, but they also provided insight into which markets responded (converted) better than others. As a result, our office has continued to adjust our marketing processes based on which markets provide the better ROI.

Today, the overall strategy that our office employs for leisure travel marketing is derived from research conducted by Google Corp.

Zero Moment of Truth and the 5 Stages of Travel



Google has a branch that works specifically with the travel industry.

This travel vertical at Google has compiled research data they have gathered on users and travel-related websites. With it, they have outlined the consumer experience from initial stimulus through research, booking, experience, and sharing. The entire process of travel planning is cyclical in nature and helps feed itself.

Our staff tasks are aligned with these 5 stages of the travel process.



Stage 1 - Dreaming represents the moment that stimulates the intention to travel in the consumer. This phase is impacted by several staff strategies:

- PR efforts - engage travel writers to encourage their audience to visit our region
- Social Media - scheduled posts across multiple social media platforms: Google+, Facebook, Pinterest, Instagram to engage with our audience and encourage visitation

- YouTube channels - Youtube is the second largest search engine - and traffic continues to grow

Stage 2 - Research. The period of time where the consumer actively researches travel information. Every aspect of content development we engage in is specifically designed to assist the websites to rise in search engine rankings, and help the visitor to plan their trip. These activities include:

- Site Content updates
- Site Content development (new pages)
- Blog Posts
- Press Releases
- Photography
- Video
- Keyword strategies
- Search Engine Optimization
- Paid ad placement

Stage 3 - Booking. Our office has developed a reservation system designed with the small business in mind. This system does not require a booking fee or commission and our staff provides instruction and assistance in inventory management. We also offer AdkGetaways.com - a portal that allows individual businesses to add packages to various websites (VisitAdirondacks.com, ILoveNY.com)

Stage 4 - Experience. The two main ways our office impacts the experience phase of the visitor travel process is through our visitor centers and the Destination Master Plan process. We have also held small sessions to educate local businesses on best practices, but ultimately the individual businesses take ownership of the visitor experience.

Stage 5 - Sharing. Sharing is the phase where the visitor checks in on social media platforms, returns home and tells co-workers and family about their experience - and ultimately leads to their friends and family entering the dreaming phase of the booking process.

These tasks are outlined in the operation plan and project schedule below.

Proposed Operation Plan and Project Schedule

Based upon a brief assessment of the current roles of the Town, Village and Chamber, our office proposes that ROOST hire an employee dedicated to Tupper Lake marketing and DMP initiatives. This employee would also be responsible for the collaborative relationship with the Chamber on visitor center management. Ideally, we would have this employee in position for the start of the contract term.

Although the Tourism Marketing & Planning Services RFP schedule does not include a contract execution date, our office would propose the following timeline for year 1 based on an April 1, 2014 start.

We've broken the task items by the two main tracks of required work: destination planning and tourism marketing, and have broken the first contract year out by work quarters.

April-June

Destination Planning

- Establish an ongoing meeting schedule
- Determine key constituencies to engage in planning process
- Start Destination Master Planning sessions
- Work through Tourism Destination Workbook and file with the North Country Regional Economic Development Council for grading

During this process, we will develop a working relationship with the group managing the Franklin County DMP to ensure that there is ongoing communication and dovetailing of plans

Tourism Marketing

- Hire a contractor to redesign the tourism website (www.tupper-lake.com)
- Move site to our hosting servers
- In-house staff to code site in Drupal 7 content management system (1-month process)
- Analysis of assets (photos, copy etc)
- Establish Social Media Profiles
- Establish annual plan for content development and SEO strategy
- Develop paid strategy for late summer/fall
- Generate list of key events to use as anchors
- Send information to appropriate media for familiarization tours
- Man Visitor Center
- Establish visitor needs (information distribution)

July-September

Destination Planning

- Establish the priorities for planning and development
- Move forward on priority project grant application(s) [based on state budget process]

Tourism Marketing

- Follow social media best practices for amplifying messages
- Secure and educate blog authors
- Execute paid strategy plan for late summer/fall and plan for winter
- Continue to develop content and monitor site analytics
- Continue to gather photography and video specific to visitor interests
- Evaluate lead acquisition and establish promotional email schedule
- Continue to cultivate travel writers interested in Tupper Lake assets
- Develop and distribute SEO press releases specific to Tupper Lake
- Continue to support visitor needs

October-December

Destination Planning

- Develop the goals and timelines for implementation plan related to necessary components for tourism destination growth
- Determine who will take ownership of the individual components of the destination plan

Tourism Marketing

- Continue to develop site content based on schedule
- Continue to cultivate travel writers interested in Tupper Lake assets
- Develop and distribute winter SEO press releases
- Continue to monitor blog authors
- Monitor Winter campaign and tweak as necessary
- Continue to amplify messaging through social media platforms and email lists
- Continue to support visitor needs

January-March

Destination Planning

- Continue with ongoing implementation of plan and cultivate investment strategies

Tourism Marketing

- Continue with all above tasks listed
- Develop strategy for spring
- Update content schedule for following year
- Provide overall evaluation of programming, needed assets and funding required for future year's work
- Conduct conversion study to determine ROI of programming

Cost Estimate and Billing Cycle

Below, is the draft budget required to complete the work detailed in the Operation Plan and Project Schedule.

Item	Projected Expense
Staff Costs (Salary + Benefits + Administrative)	\$42,500
Website Design	\$5,000
Blog Authors/site content	\$5,000
Web-based marketing/Advertising	\$14,500
Site Storage & email	\$500
Broadcast email system/sends	\$2,000
PR	\$6,000
Travel expenses	\$1,500
DMP expenses	\$3,000
Total	\$80,000

Our office would suggest quarterly payments through the course of the year.

Please feel free to contact James McKenna with any questions: 518.523.2445 x102 james@lakeplacid.com

5.1

Approve Minutes

TOWN OF TUPPER LAKE REGULAR & ORGANIZATIONAL MEETING

Thursday, January 2, 2014

7:00 P.M.

Roll Call: Supervisor Patricia Littlefield
Councilman John Quinn
Councilman Michael Dechene
Councilwoman Kathleen Lefebvre

Recording Secretary: Laurie J Fuller – Town Clerk

Also: Paul O’Leary – Assessor/Code Officer
Mike Fritts – Youth Activity Director
William Dechene – Highway Superintendent

Press: Shaun Kittle – Adirondack Daily Enterprise

Guest: Councilman Dechene’s wife Diane
Councilman Quinn’s wife Rita

Supervisor Littlefield called meeting to order at 7:01 P.M. opening with the Pledge of Allegiance.

1. Swearing of new board members:

Town Clerk did the swearing in for new board members, all four members, Supervisor Patricia Littlefield, Councilman John Quinn, Councilman Michael Dechene, and Councilwoman Kathleen Lefebvre raised their right hand and repeated after the Town Clerk the oath of office. Observing were Councilman Quinn’s wife Rita and Councilman Dechene’s wife Diane.

2. Items added to Agenda:

- Budget Transfers- item 5.8
- Approve Abstract of Audit Vouchers in the amount of \$1,140.31-item 5.9
- Authorize Supervisor to approve payment for standard monthly statements – item 5.10

3. Organizational Meeting

2014 Organizational Meeting

January 2, 2014

Assessor	K. Paul O’Leary
Deputy Town Clerk & Registrar	Donna Maliszewski Town Clerks Appt.
Building Custodian	Donna Maliszewski

Court Clerk, Part Time	Laurie Fuller												
Dog Officer	Ryan Shaheen												
Tax Collector for the year 2014	Laurie J. Fuller												
Deputy Tax Collector	Donna Maliszewski												
Deputy Highway Superintendent	Derek Foote Highway Superintendent's Appt.												
Deputy Supervisor	Councilman John Quinn Supervisor's Appt.												
Hazardous Waste Control Officer	Safety Joe												
Town Historian	John Kopp												
Town Health Officer	Ron Simmons												
Town Planner	Paul O'Leary												
Deputy Town Planner	Mike Fritts												
Code Enforcement/Zoning Officer	Paul O'Leary												
Bookkeeper to Supervisor	Samantha Burnett												
Budget Officer	Supervisor Patricia Littlefield												
Town Accountant	Susan Svoboda												
Town Attorney	Kirk Gagnier												
Youth Activity Director	Mike Fritts												
Legal holidays observed	<table border="0"> <tr> <td>New Year's Day</td> <td>Lincoln's Birthday</td> </tr> <tr> <td>Washington's Birthday</td> <td>Memorial Day</td> </tr> <tr> <td>Independence Day</td> <td>Labor Day</td> </tr> <tr> <td>Columbus Day</td> <td>Election Day</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Veteran's Day</td> </tr> <tr> <td>Christmas Day</td> <td>Martin Luther King Day</td> </tr> </table>	New Year's Day	Lincoln's Birthday	Washington's Birthday	Memorial Day	Independence Day	Labor Day	Columbus Day	Election Day	Thanksgiving Day	Veteran's Day	Christmas Day	Martin Luther King Day
New Year's Day	Lincoln's Birthday												
Washington's Birthday	Memorial Day												
Independence Day	Labor Day												
Columbus Day	Election Day												
Thanksgiving Day	Veteran's Day												
Christmas Day	Martin Luther King Day												
Town Clerk's Petty Cash	\$200.00												
Mileage Allowance	.50 cents												
Official Depository	Community Bank & NBT Bank												
Official Newspapers	Tupper Lake Free Press or Adirondack Daily Enterprise												

Regular Monthly Board Meeting 2nd Thursday – 7:00 P.M.

Councilman Dechene made motion to approve 2014 appointments as listed above

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

2014 Committees

HIGHWAY DEPARTMENT	Supervisor Patricia Littlefield Councilman John Quinn
LITTLE WOLF BEACH & CAMPSITE	Councilman John Quinn Councilwoman Kathleen Lefebvre
TOWN OFFICES, BUILDINGS & PROPERTIES	Councilman Michael Dechene Councilwoman Kathleen Lefebvre
TUPPER LAKE COUNTRY CLUB	Councilman Michael Dechene Supervisor Patricia Littlefield
AUDIT COMMITTEE	Councilwoman Kathleen Lefebvre Councilman Michael Dechene
DOG CONTROL	Supervisor Patricia Littlefield
TOWN PLANNER & YOUTH ACTIVITY DIRECTOR	Supervisor Patricia Littlefield Councilman Michael Dechene

- Subject to change after new board member appointment

Councilman Dechene made motion to approve 2014 Committees as listed above

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

4. Lease Agreement with Franklin County Probation:

Resolution #1/2014 LEASE AGREEMENT

This Agreement made this 2nd day of January 2014 between the **TOWN OF TUPPER LAKE**, a municipality with offices at 120 Demars Blvd., Tupper Lake, New York 12986 ("Lessor") and **FRANKLIN COUNTY PROBATION DEPARTMENT**, Malone, New York 12953 ("Lessee")

Lessor does hereby lease to Lessee the office on the first floor of the Town of Tupper Lake Office Building, 120 Demars Blvd., Tupper Lake, New York, which has been previously occupied by Lessee, with the privileges and appurtenances for and during the term of one year from the 1st day of January 2014 to December 31, 2014.

Lessee will pay to Lessor for the use of said premises; the annual rent One Thousand Two Hundred (\$1,200.00)

In the event Lessee shall fail pay said rent, or any part thereof when it becomes due, it is agreed that Lessor may sue for the same, or re-enter said premises, or resort to any other legal remedy.

Lessor will provide heat and lights to the office space and office personnel of Lessee may use the lavatory facilities. Lessee will provide its own telephone services.

Lessee covenants that at the expiration of said term it will surrender said premises to Lessor in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS the hands and seals of the said parties as of the day and year first above written.

In presence of

TOWN OF TUPPER LAKE

BY: _____

Supervisor Patricia S. Littlefield

Motion: Councilman Dechene
Seconded: Councilman Quinn
Action: Carried 4/0 vote
Date: January 2, 2014

Franklin County Probation Department

BY: _____

Probation Department Executive Director

5. Lease Agreement with Chamber of Commerce:

After some discussion board members agreed to rescind motion at last meeting to rent office space to Chamber of Commerce in the amount of \$2,000.00 dollars a year, and change amount to \$1,200.00 dollars a year.

**Resolution #2 /2014
LEASE AGREEMENT**

This Agreement made this 2nd day of January 2014 between the **TOWN OF TUPPER LAKE**, a municipality with offices at 120 Demars Blvd., Tupper Lake, New York 12986 ("Lessor") and **Tupper Lake Chamber of Commerce**, Tupper Lake, New York 12986 ("Lessee")

Lessor does hereby lease to Lessee two offices on the first floor of the Town of Tupper Lake Office Building, 120 Demars Blvd., Tupper Lake, New York, which has been previously occupied by Lessee, with the privileges and appurtenances for and during the term of one year from the 1st day of January 2014 to December 31, 2014.

Lessee will pay to Lessor for the use of said premises; the annual rent One Thousand Two Hundred (\$1,200.00)

In the event Lessee shall fail pay said rent, or any part thereof when it becomes due, it is agreed that Lessor may sue for the same, or re-enter said premises, or resort to any other legal remedy.

Lessor will provide heat and lights to the office space and office personnel of Lessee may use the lavatory facilities. Lessee will provide its own telephone services.

Lessee covenants that at the expiration of said term it will surrender said premises to Lessor in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS the hands and seals of the said parties as of the day and year first above written.

In presence of

TOWN OF TUPPER LAKE

BY: _____

Town Supervisor Patricia S. Littlefield

Motion: Councilman Dechene
Seconded: Councilwoman Lefebvre
Action: Carried 4/0 vote
Date: January 2, 2014

BY: _____
Chamber President Adam Boudreau

6. Setting Pole Dam Notice to Bidders:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Tupper Lake, Franklin County, New York seeks bids for the appraisal of the real property and improvements know as Setting Pole Dam located at Racquette River Outlet consisting of 7.05 acres, tax map parcel #489.-1-3. The Town Board will accept sealed bids until Monday, February 10, 2014 at 1:00 P.M. at which time all bids will be opened and read publically. Bids must be sealed and should also include a non-collusive certificate. Request for proposals shall be submitted to the Town Clerk 120 Demars Blvd. Tupper Lake, New York 12986.

Successful bidder will be required to submit completed appraisal within 60 days following notice of bid award.

The Town reserves the right to reject any and all bids

By order of the Town Board of the Town of Tupper Lake New York by Laurie J Fuller, Town Clerk

Supervisor Littlefield will provide a list of appraiser to send notice to.

Notice will be published in the Watertown Times paper and Adirondack Daily Enterprise.

Councilman Quinn made motion to approve notice to bidders for Setting Pole Dam appraiser

Seconded by Councilwoman Lefebvre

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

7. Procurement Policies and Procedures;

Supervisor Littlefield explained this policy needs to be adopted annually even if no changes are made.

Resolution #3 /2014

PROCUREMENT POLICIES AND PROCEDURES

This Resolution sets forth the policies and procedures of the Town of Tupper Lake to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the tax-payers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing board is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general or local law.

Except for procurements made through county contracts, or through state contracts, alternative proposals or quotations for goods and services shall be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b.

Documentation of actions taken, in connection with each procurement is required as follows:

Certain Municipal Hospital Purchases										
Sole Source <i>(For example, a monopoly, a patented</i>										
<i>item, certain textbooks & educational publications.)</i>										

Cooperative bids, state contracts, county contracts or preferred vendors must be utilized prior to initiating a non-bid procurement. Obtain procedures from the division office.

General Municipal Law requires that similar procurements that exceed \$10,000 in a fiscal year must be grouped together for the purpose of determining whether a particular item or group of items must be bid. Such bids will be made at the discretion of the Business Manager.

*An RFP may be required; however, contracts for professional services may be awarded without competitive bidding.

DEFINITIONS:

Purchase Contract: An order for supplies and/or equipment or other goods.

Public Works Contract: An order for the construction or repair of any building, structure, fixture or other improvement on real property including all materials used and all work, labor and other services rendered in connection with such construction or repair.

Professional Services: A service involving specialized skill, training and expertise, use of professional judgment or discretion, and/or a high degree of creativity.

RFP: Request For Proposal

Awards to Other Than Lowest Dollar Offerer

Whenever any contract is awarded to other than the lowest responsible dollar offerer, the reasons such an award furthers the purpose of General Municipal Law, Section 104-b as set forth herein above shall be documented.

Comments concerning the policies and procedures shall be solicited from Town Board members prior to the enactment of the policies and procedures, and will be solicited from time to time hereafter.

The Town Board shall annually review these procedures. The town clerk shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

The unintentional failure to full comply with the provisions of this General Municipal Law, Section 104-b, shall not be grounds to void action taken or give rise to a cause of action against the Town of Tupper Lake, or any officer or employee thereof.

The above RESOLUTION was unanimously adopted by the Town Board of the Town of Tupper Lake on January 2, 2014.

Town Clerk, Town of Tupper Lake

Date: January 2, 2014

Motion: Councilman Dechene

Seconded: Councilman Quinn

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

8. Approve Code Officer's
Monthly Report:

Monthly Report
December 2013

2 Building Permits issued in December

0 Complaints filed

Completed 6 field inspections

December 2013 miles logged 64

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary
Code Enforcement Officer
Town of Tupper Lake

Motion to approve Code Officer's Monthly report as written was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

9. Approve Youth Activity Director's
Monthly Report:

Recreation Department 01-02-14

X-C SKIING – Another big season for the program. Thirty-five have signed up, (three since I've been away). We were able to get out once before the break and the kids had a blast. The program is very fortunate to have a bevy of volunteers which helps because skiers come in all different abilities. Hopefully, weather permitting; we can resume skiing this Monday.

COUNTRY CLUB – The grooming implement has been completed by local welder Dan King. It will be a fine tool in assisting the grooming of the trail network. Generous donations continue to roll in and things are looking good. I've also purchased an igloo making device. Porta-pottys are in place and electricity has been turned on at the pro-shop.

UPCOMING EVENTS – We’re going to try a SHOE< SLED AND SKI RELAY on January 18 at the country club. A press release is complete and will be going to the Free Press and ADE for next week.

PHOTOGRAPHY PROPOSAL – Attached is a draft photography RFP for potential vendors for baseball, softball and soccer. Please review and offer comment and recommendations.

WEBSITE – Please fill out the attached and return to be as soon as possible.

REQUEST DISCUSSION IN EXECUTIVE SESSION – I request to talk with the board in executive session regarding a personnel matter.

Motion to approve Youth Activity Director’s report was made by Councilman Quinn

Seconded by Councilwoman Lefebvre

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

10. Highway Superintendents report:

Although Highway Superintendent William Dechene’s report does not need approval he wanted to touch base with board members about the NYS DEC inspection that was done on December 10th 2013. Bill stated paperwork was in order, garage was clean, have a single wall waste oil tank that is not acceptable, needs to be a double wall tank, which we purchased last year.

Old tank will have to be removed, also some minor painting and possible a new gage installed. Final written report should be received by next board meeting.

Councilman Quinn seats on highway committee and would like to go to garage a meet some the guys and see garage. Bill welcomed anyone else.

11. Budget Transfers:

Town of Tupper Lake

1/2/2014

2013 Bills

	Acct/Budget	Detail	Increase	Decrease	Revenue	Expenditure
General						
	16204	Buildings CE	\$160.00			
	71404	Beach	\$6.40			
	16804	Data Process CE		\$166.40		
Water 3	83204	Source Power Pump	\$269.00			
			\$435.00	\$435.00	\$0.00	\$0.00

2014 Bills

	Acct/Budget	Detail	Increase	Decrease	Revenue	Expenditure
General						
	13401	Budget PS	\$76.93			
	12204	Supervisor CE		\$76.93		
			\$76.93	\$76.93	\$0.00	\$0.00

Motion to approve budget transfers as presented was made by Councilman Dechene

Seconded by Councilwoman Lefebvre

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

12. Approve Abstract:

Abstract of Audited Vouchers for the period 12/28/2013 thru 1/2/2014

General - \$1,140.31

Motion to approve Abstract of Audited Vouchers for the period 12/28/2013 thru 1/2/2014 in the amount of \$1,140.31 was made by Councilman Quinn

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0

13. Authorize Supervisor to approve
paying standard monthly statements:

RESOLUTION #5 /2014

RESOLUTION AUTHORIZING PAYMENT FOR STANDARD MONTHLY STATEMENTS

Councilman Dechene offered the following resolution.

WHEREAS; A Resolution authorizing Supervisor to approve payment for standard monthly statements prior to regular monthly board meeting in order to avoid late fees.

Councilwoman Lefebvre duly seconded this resolution, and adopted as follows:

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

Date: January 2, 2014

Laurie J. Fuller
Town of Tupper Lake Town Clerk

14. Executive Session:

Motion to enter into executive session at 7:55 p.m. to discuss Personal Contracts and CSEA Labor Agreement was made by Councilman Dechene

Seconded by Councilman Quinn
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

Motion to enter out of executive session and re-enter into regular meeting at 9:16 p.m. was made by Councilman Quinn

Seconded by Councilman Dechene
All Town Board Members voted AYE 4/0

15. Approve Contract of Services Agreement:

A Contract for Services agreement has been drawn up for three individuals being paid by the town, but not on town's payroll.

Ronald Simmons, PAC was appointed to be the town's health officer, for the sum of \$1,500.00 a year.

Susan Svoboda, CPA was appointed to be the town's accountant, for the sum of \$55.00 dollars per hour on an as-needed basis.

Mary Sue Wolson, has agreed to help out new appointed bookkeeper to the Supervisor, for the sum of \$26.00 per hour on an as-needed basis.

Motion to approve three agreements as listed above was made by Councilman Quinn.

Seconded by Councilman Dechene
All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

16. Fill vacant seat on Town Board:

RESOLUTION #6 – 2014

OF

**THE TOWN BOARD OF THE TOWN OF TUPPER LAKE
FRANKLIN COUNTY, NEW YORK**

WHEREAS; Patricia S. Littlefield has been elected as Town Supervisor, and

WHEREAS; her seat as Town Councilwoman becomes vacant.

NOW THEREFORE BE IT RESOLVED; at a Regular Town Board Meeting held January 2, 2014 Councilman Dechene made a motion to appoint Richard P. Skiff of 20 Sugar Maple Lane, Tupper Lake, New York 12986 to fill the unexpired open seat, Seconded by Supervisor Littlefield.

Supervisor Patricia S Littlefield	AYE
Councilman John Quinn	AYE
Councilman Mike Dechene	AYE
Councilwoman Kathleen Lefebvre	NAY

Date: January 2, 2014

Laurie J Fuller – Town Clerk

17. Adjourn:

Motion to adjourn at 9:22 p.m. was made by Councilwoman Lefebvre

Seconded by Councilman Dechene

All Town Board Members voted AYE 4/0 Littlefield, Quinn, Dechene & Lefebvre

Laurie J Fuller – Town Clerk RMC

5.2

Approve Monthly Reports

Town of Tupper Lake Code Enforcement

Monthly Report February 2014

4 Building Permits issued in February

3 Complaints filed

Completed 19 field inspections

February 2014 miles logged 87

Responded to one fire call and one police call

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary
Code Enforcement Officer
Town of Tupper Lake

Recreation Report for 03-13-14

SUMMER EMPLOYMENT – Job notices have gone out and applications are starting to roll in. I've placed an April 3 deadline for day camp and lifeguard positions. I will then do interviews and have recommendations for the April meeting.

ANDREW GOODMAN –

X-C SKIING – It has been an awful season but the times we've been able to get out have been wonderful. It's amazing how the young skiers progress over the course of the season. We may still have a couple more days of skiing to make up for all the days it was bare, too cold or raining but for the most part the season is over. I wish to publicly thank the wonderful parents who volunteer their time. Also a huge thanks to Sarah Bencze and Margaret O'Leary who help out huge on Monday ski sessions.

BREWFEEST – Things are set for this weekend. The event is from 1 to 4PM. Should be a fun time and I hope everyone can make it up. Admission is \$5 and the event is for adults and children. Adults will be able to sample beer from regional brewers. We'll also have a green sledding competition. This is where folks take unusual objects, whether it be a shovel, trashcan lid, recyclable bin, etc., and use it as a sled. Each competitor will get 3 slides with the sled going the furthest being declared winner. Prizes will also be handed out to 'most creative' sled.

ZOMBIE WALK – I'm in preliminary talks with a local resident to plan this event for the second weekend in August. Preliminary plans call for a 'Zombie Walk' uptown where zombies will go to different businesses to collect canned goods. The walk will continue down to the municipal park for more fun activities. Potential plans include a zombie maze, games and live music. This would all be a benefit for the local food pantry. As some may know Zombies are a big thing. This event would have a huge draw and people would be encouraged to dress the part.

SUMMER CALENDAR – (see attached)

TRAIL MOWER – The budgeted trail mower had been ordered and is en route.

BASEBALL – Update at meeting

CAMPGROUND – We need to make sure those overflow spaces are set up for this summer. I have one person booked there for a couple days.

REVAMPED SWIM PROGRAM – The swim program is very popular; last year and the year before we even had to cut off registration due to the popularity. I've finished revamping the program so we might accommodate more this year. Instead of 4-weeks the program will now be 6-weeks.

Town of Tupper Lake
Dog Control Report

For the Month of: February

Date: 2-28-14

Complaints Received 2

Complaints Answered 1

Dogs Captured 2

Dogs return to owner 2

Dogs turned over to DCO 2

Dogs transported to Humane Society 0

Dogs Adopted 0

Dogs Euthonized 0

Dogs treated by Vet 0

Dangerous Dog Complaints 0

Tickets issued 0

Mileage 20 DCO Shahoon R Shahern

Report prepared by Shahoon R Shahern DCO





STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE & MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235
<http://www.agmkt.state.ny.us>

March 6, 2014

Laurie Fuller
Town Clerk - Town of Tupper Lake
120 Demars Blvd
Tupper Lake, NY 12986

Enclosed is the **Municipal Shelter Inspection Report** completed on **03/04/2014**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website above.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Janet Collier
Animal Health Inspector
(518) 944-4355



MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory91**Purpose: **Inspection**DATE/TOA: **3/4/14 4:30 pm**TUPPER LAKE MUNICIPAL POUND
131 BIG WOLF ROAD
TUPPER LAKE NY 12986Inspector: **Janet Collier**Inspector #: **65**

 These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly
<i>Town has acquired a combination parvocidal disinfectant/detergent product and housing areas and equipment have been cleaned and sanitized</i> | Yes |
| 3. Repairs are done when necessary
<i>Chain link has been repaired and repainted</i> | Yes |
| 4. Dogs are handled safely | Not Applicable |
| 5. Adequate space is available for all dogs | Not Applicable |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Not Applicable |
| 12. Dogs are euthanized humanely, by authorized personnel | Not Applicable |
| 13. Complete intake and disposition records are maintained for all seized dogs
<i>New record-keeping system has been established, though no dogs have yet been seized or impounded since last inspection</i> | Not Applicable |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Not Applicable |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Not Applicable |
| 16. Owners of identified dogs are properly notified | Not Applicable |
| 17. Redeemed dogs are licensed before release | Not Applicable |
| 18. Proper impoundment fees paid before dogs are released | Not Applicable |
| 19. Written contract or lease with municipality | Yes |

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
4025	Town of Piercefield
1601	Town of Tupper Lake

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Ryan Shaheen**
TITLE: **Shelter Manager**

REVIEWED BY: **Annette Holowka**
REVIEWED DATE: **03/05/2014**



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE & MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235
<http://www.agmkt.state.ny.us>

March 6, 2014

Laurie Fuller
Town Clerk - Town of Tupper Lake
120 Demars Blvd
Tupper Lake, NY 12986

Enclosed is the **Dog Control Officer Inspection Report** completed on **03/04/2014**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website above.

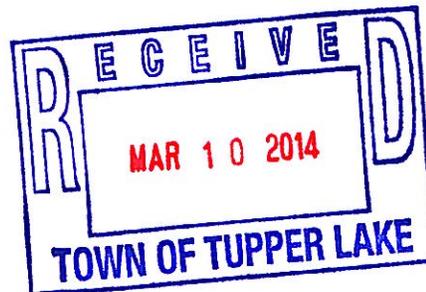
As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Janet Collier
Animal Health Inspector
(518) 944-4355



DOG CONTROL OFFICER INSPECTION REPORT - DL-89

Rating: **Satisfactory91**

Purpose: **Inspection**

DATE/TOA: **3/4/14 4:30 pm**

**SHAHEEN RYAN SHAHEEN
6 WEBB ROAD
TUPPER LAKE NY 12946**

Inspector: **Janet Collier**

Inspector #: **65**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|--------------------------------------------------------------------------------------------------------|----------------|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| <i>Dog barrier has been installed in transport vehicle</i> | |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| <i>Equipment and transport vehicle have been cleaned and sanitized</i> | |
| 4. Veterinary care is provided when necessary | Not Applicable |
| 5. Dogs are euthanized humanely | Not Applicable |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Not Applicable |
| <i>New record-keeping system has been established, though no dogs yet seized since last inspection</i> | |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Not Applicable |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Not Applicable |
| 9. Owners of identified dogs are properly notified | Not Applicable |
| 10. Redeemed dogs are licensed before release | Not Applicable |
| 11. Proper impoundment fees paid before dogs are released | Not Applicable |

Town - City - Village Information for Inspection:

TCV CODE TCV NAME

1601 Town of Tupper Lake

Additional Information for Inspection:

Number of Dogs Seized:

Number of dogs seized since previous inspection: 0

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Ryan Shaheen**
TITLE: **DCO**

REVIEWED BY: **Annette Holowka**
REVIEWED DATE: **03/05/2014**

Town of Tupper Lake Highway Department
Pine Street – Tupper Lake, NY 12986
William E Dechene Highway Superintendent
(Garage) 518-359-9241
(Cell) 518-524-7086
(Home) 518-359-3779
(Email) tlhighway@roadrunner.com

Highway Report: February 14 – March 10, 2014

- Plowed and sanded roads as needed per weather conditions.
- Plowed and sanded parking lots as needed (town hall, Maddox Hall, Country Club and lower parking lot at the Rod & Gun Club).
- Rinsed trucks off daily after plowing and sanding.
- Weekly garbage run for the town hall and Maddox Hall.
- Picked up snow at the town hall and Maddox Hall, hauled the snow to the town garage.
- Opened up the beach parking lot to the pavilion for the snowmobile club to have their picnic.
- Brought roughly two face-cords of firewood to the park for the Fire & Ice Tournament.
- Opened up a path to the beach house garage so Mike Gaff could get his tools and firewood.
- Pushed back snowbanks on Haymeadow Rd, Kildare Rd, Old Piercefield Rd, Paskungameh Rd, Setting Pole Dam Road and Dugal Road.
- Thawed frozen culverts on Lake Simond Rd, Stetson Rd, Underwood Rd, Gaze Rd, Old Piercefield Rd, and two for the village on Murray St and Mohawk St. (Due to the cold weather some culverts need to be done several times daily). Also, with the help of the Village DPW we cleaned a ditch out on Charland's Rd with their mini-excavator.
- Filled in frost heaves with stone-dust on Stetson Rd, Dugal Rd, Haymeadow Rd, and Paskungameh Rd.
- The snowmobile groomer went out on the Matumbula loop trail four times since the last meeting due to the lack of snow;
2/27/14, 2/19/14, 3/3/14 and 3/4/14.
- We were able to get three more tandem loads of firewood from Lyndacker Logging in Kildare Club for the town garage, free of charge.
- Unit 54 changed both rear springs (broken).
- Unit 60 changed the E.G.R. cooler on the motor (lack of power and it had a hole in it).

Gas and Fuel Logs for February 2014 per other records.

5.3

Review & Approve Use of Town Owned Community Facilities

**Community Facilities
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

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.

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.

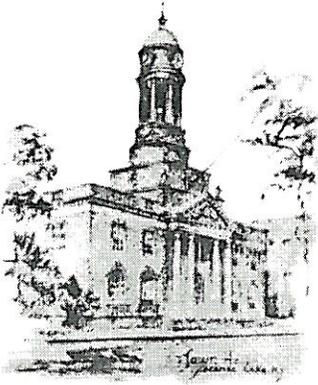
RESTRICTIONS: Firearms, fireworks, profanity or objectionable language, unlicensed motorized vehicles, illicit drugs and soliciting are prohibited.

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.

5.4

Approve Airport Agreement



TOWN OF HARRIETSTOWN

FRANKLIN COUNTY, NEW YORK
39 MAIN STREET
SARANAC LAKE, NEW YORK 12983

(518) 891-1470
(518) 891-4500
FAX (518) 891-6265
WWW.HARRIETSTOWN.ORG

SUPERVISOR
ROBERT T. BEVILACQUA

COUNCIL
RONALD B. KEOUGH
NICHOLE MEYETTE
HOWARD J. RILEY
EDWARD GOETZ, JR.

TOWN CLERK AND RECEIVER OF TAXES
PATRICIA A. GILLMETT

SUPERINTENDENT OF HIGHWAYS
CRAIG DONALDSON

CODE ENFORCEMENT OFFICER
EDWIN K. RANDIG

SOLE ASSESSOR
DOUG TICHENOR

AIRPORT MANAGER
COREY HURWITZ

February 27, 2014

To: Contributing Municipalities

RE: Airport Contribution for 2014

You should have received copies of certificate as additionally insured from the Town's insurance carrier.

Enclosed you will find voucher to request payment for 2014. Two contracts for signature, one to be returned when both signatures are completed.

Thank you for your generous support.

Very truly yours,

Patricia A. Gillmett, Town clerk

Town of Harrietstown

PAG/s

Enc:

TOWN OF HARRIETSTOWN

30 MAIN STREET, SARANAC LAKE, NY 12983

Purchase Order No. _____

VOUCHER

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO
FUND - APPROPRIATION	AMOUNT	
TOTAL		
Abstract No.		

DEPARTMENT _____

CLAIMANT'S NAME AND ADDRESS: TOWN OF HARRIETSTOWN, 39 MAIN ST., SARANAC LAKE NY 12983

TERMS _____

Vendor's Ref.No. _____

DATES	Quantity	Description of Materials or Services	Unit Price	Amount
02/27/14		TOWN'S CONTRIBUTION TO THE ADIRONDACK REGIONAL AIRPORT		
(See Instructions on Reverse Side)				
			TOTAL	

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

THIS DOCUMENT WAS CREATED USING 'WORDFILL' BY MIPS DATALINE AMERICA, INC. TO REMOVE THIS MESSAGE PRINT WITH WORDFILL 'PRINT FORM' OR ORDER THE PRODUCT BY CALLING 1-800-898-8560 OR CONTACT YOUR LOCAL MIPS DATALINE AMERICA REPRESENTATIVE.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above

DATE

AUDITING BOARD

Contract for Services

This agreement made this the 1st day of January, 2014 by and between the TOWN OF HARRIETSTOWN and the TOWN OF TUPPER LAKE.

WHEAREAS, the Adirondack Regional Airport (the airport) located in Lake Clear, New York, is owned by the Town of Harrietstown, and provides economic and other benefits to the Adirondack region and the towns surrounding the airport, and it is in the public interest that the airport continue to exist and be operated, managed, maintained and equipped so as to provide airport service to the Adirondack region and in particular, to the residents of the towns surrounding the airport, and

WHEREAS, the TOWN OF HARRIETSTOWN and the TOWN OF TUPPER LAKE, together with other towns, previously enacted a resolution providing for joint operation of the airport pursuant to General Municipal Law Section 353-A, and

WHEREAS, the Town of Harrietstown has researched the possibility and procedure of establishing an airport authority or mass transportation airport facility as an alternate means to operate the airport, but found the task impractical at this time. However the Town of Harrietstown further finds that the continued financial contribution of the TOWN OF TUPPER LAKE is needed in order for the airport to continue to be operated, maintained and equipped; and

Whereas, General Municipal Law Section 119-0 permits municipal corporation to enter into agreements for the performance, by one for the other, of their respective functions, powers and duties, and Town Law 220 (4) empowers towns to establish and operate airports; and

WHEREAS, the TOWN OF TUPPER LAKE does not wish to participate in a jointly operated airport, but does wish to contract with the Town of Harrietstown for the provision by the Town of Harrietstown of the airport services, in order that the residents of the TOWN OF TUPPER LAKE may continue to derive the benefits of the Adirondack Regional Airport.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties mutually agree as follows:

1. The Town of Harrietstown shall provide airport services to the TOWN OF TUPPER LAKE and will manage, operate, maintain and equip the airport in such a manner that the airport will continue as a viable means of transportation to and from the TOWN OF TUPPER LAKE and the Adirondack Region in general. However, nothing in this agreement shall affect the obligation of any individual users of the Adirondack Airport to pay landing fees or other airport charges imposed by the management of the airport.

2. (A) Upon signing of this agreement, the TOWN OF TUPPER LAKE shall pay to the Town of Harrietstown the sum of \$2000.00 as consideration for the provision by the Town of Harrietstown of airport services. This amount shall be paid to the Town of Harrietstown for 2014.

(B) In the event that an airport authority, transportation facility or other alternate method for the management and operation of the Adirondack Regional Airport is established, this contract shall terminate as of the date of such establishment, and obligation of the TOWN OF TUPPER LAKE to pay its annual dollar amount to the Town of Harrietstown shall cease. In the event such authority, facility or other method is established after March 1st of a calendar year, the Town of Harrietstown shall pay back the TOWN OF TUPPER LAKE the portion of its contribution for that year attributable to the length of time from the date of establishment to December 31st.

3. The Town of Harrietstown shall provide to the TOWN OF TUPPER LAKE an annual financial report of summary pertaining to the operation of the airport, and an annual update of the services which were rendered at the airport during that or the previous month.

4. The TOWN OF TUPPER LAKE elects not to participate in joint operation of the airport and not to be a member of the Adirondack Airport Committee and elects not to participate in joint operation of the airport and agrees that the airport shall be operated, managed maintained as an airport of the Town of Harrietstown. Employees of the Adirondack Regional Airport shall be considered to be Town of Harrietstown employees.

5. The TOWN OF TUPPER LAKE shall be listed as a named insured on the property and casualty general liability policy of insurance which provides liability coverage to the Adirondack Regional Airport.

6. The Town of Harrietstown shall defend, indemnify and hold harmless the TOWN OF TUPPER LAKE to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with, either directly or indirectly the use, management, operation, maintenance and/or condition of the Adirondack Regional Airport.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first written.

TOWN OF HARRIETSTOWN BY: _____ Date: _____

TOWN OF TUPPER LAKE BY: _____ Date: _____

Contract for Services

This agreement made this the 1st day of January, 2014 by and between the TOWN OF HARRIETSTOWN and the TOWN OF TUPPER LAKE.

WHEAREAS, the Adirondack Regional Airport (the airport) located in Lake Clear, New York, is owned by the Town of Harrietstown, and provides economic and other benefits to the Adirondack region and the towns surrounding the airport, and it is in the public interest that the airport continue to exist and be operated, managed, maintained and equipped so as to provide airport service to the Adirondack region and in particular, to the residents of the towns surrounding the airport, and

WHEREAS, the TOWN OF HARRIETSTOWN and the TOWN OF TUPPER LAKE, together with other towns, previously enacted a resolution providing for joint operation of the airport pursuant to General Municipal Law Section 353-A, and

WHEREAS, the Town of Harrietstown has researched the possibility and procedure of establishing an airport authority or mass transportation airport facility as an alternate means to operate the airport, but found the task impractical at this time. However the Town of Harrietstown further finds that the continued financial contribution of the TOWN OF TUPPER LAKE is needed in order for the airport to continue to be operated, maintained and equipped; and

Whereas, General Municipal Law Section 119-0 permits municipal corporation to enter into agreements for the performance, by one for the other, of their respective functions, powers and duties, and Town Law 220 (4) empowers towns to establish and operate airports; and

WHEREAS, the TOWN OF TUPPER LAKE does not wish to participate in a jointly operated airport, but does wish to contract with the Town of Harrietstown for the provision by the Town of Harrietstown of the airport services, in order that the residents of the TOWN OF TUPPER LAKE may continue to derive the benefits of the Adirondack Regional Airport.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties mutually agree as follows:

1. The Town of Harrietstown shall provide airport services to the TOWN OF TUPPER LAKE and will manage, operate, maintain and equip the airport in such a manner that the airport will continue as a viable means of transportation to and from the TOWN OF TUPPER LAKE and the Adirondack Region in general. However, nothing in this agreement shall affect the obligation of any individual users of the Adirondack Airport to pay landing fees or other airport charges imposed by the management of the airport.

2. (A) Upon signing of this agreement, the TOWN OF TUPPER LAKE shall pay to the Town of Harrietstown the sum of \$_____ as consideration for the provision by the Town of Harrietstown of airport services. This amount shall be paid to the Town of Harrietstown for 2014.

(B) In the event that an airport authority, transportation facility or other alternate method for the management and operation of the Adirondack Regional Airport is established, this contract shall terminate as of the date of such establishment, and obligation of the TOWN OF TUPPER LAKE to pay its annual dollar amount to the Town of Harrietstown shall cease. In the event such authority, facility or other method is established after March 1st of a calendar year, the Town of Harrietstown shall pay back the TOWN OF TUPPER LAKE the portion of its contribution for that year attributable to the length of time from the date of establishment to December 31st.

3. The Town of Harrietstown shall provide to the TOWN OF TUPPER LAKE an annual financial report of summary pertaining to the operation of the airport, and an annual update of the services which were rendered at the airport during that or the previous month.

4. The TOWN OF TUPPER LAKE elects not to participate in joint operation of the airport and not to be a member of the Adirondack Airport Committee and elects not to participate in joint operation of the airport and agrees that the airport shall be operated, managed maintained as an airport of the Town of Harrietstown. Employees of the Adirondack Regional Airport shall be considered to be Town of Harrietstown employees.

5. The TOWN OF TUPPER LAKE shall be listed as a named insured on the property and casualty general liability policy of insurance which provides liability coverage to the Adirondack Regional Airport.

6. The Town of Harrietstown shall defend, indemnify and hold harmless the TOWN OF TUPPER LAKE to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with, either directly or indirectly the use, management, operation, maintenance and/or condition of the Adirondack Regional Airport.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first written.

TOWN OF HARRIETSTOWN BY: _____ Date: _____

TOWN OF TUPPER LAKE BY: _____ Date: _____

5.5

Approve Contract for Shared Highway Services

Same Resolution change Town of
Harrietstown to Town of Tupper Lake

Page 6 add Town of Pierrefield
Town of Clifton
Town of Long Lake

Take out Town of North Elba

RESOLUTION # 10 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 Harrietstown held at 39 Main Street, Saranac Lake, New York on the 13th day of February, 2014, upon calling of the roll by the Town Clerk the following members were:

Present:

Supervisor Bevilacqua
Councilman Keough
Councilwoman Meyette
Councilman Goetz
Councilman Riley

The following resolution was offered by Councilman Keough who moved its adoption, and seconded by Councilman Riley, 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 Harrietstown, 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 Harrietstown, 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 Harrietstown and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of Harrietstown 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 Harrietstown 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 Harrietstown 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 Harrietstown to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Town Supervisor of the Town of Harrietstown 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 Harrietstown.

“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 Harrietstown.

“3. The Town of Harrietstown 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 Harrietstown 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 Harrietstown. The determination as to whether such machinery, with or without operators, is needed by the Town of Harrietstown 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 Harrietstown 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

Harrietstown 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 Harrietstown 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 Harrietstown 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 Harrietstown 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 Harrietstown 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 Harrietstown 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 Harrietstown, by:



Patricia A. Gillmett,
Town Clerk



Robert T. Bevilacqua, 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 Lake

Town of Tupper Lake

Town of Santa Clara

Town of North Elba

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 Bevilacqua Aye

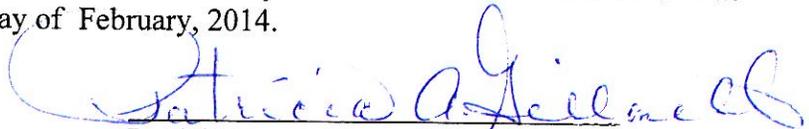
Councilman Keough Aye

Councilwoman Meyette Aye
Councilman Goetz Aye
Councilman Riley Aye

STATE OF NEW YORK)
COUNTY OF FRANKLIN)
TOWN OF HARRIETSTOWN) ss:

I, Patricia A. Gillmet, Town Clerk of the Town of Harrietstown, Franklin County, New York, HEREBY CERTIFY that I have compared the preceding Resolution with the original thereof filed in my office and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Town of Harrietstown this 13th day of February, 2014.


Patricia A. Gillmet, Town Clerk

5.6

Authorize Advertising for Littlewolf Caretaker Position

Little Wolf Campground Caretaker

The Town of Tupper Lake is looking for a seasonal caretaker. This is a full time, May– September position. The person in this position will be responsible for all day-to-day operations, budgeting, reporting, inventory, facility and grounds maintenance and guest relations.

Applicants for this position must have proven management skills. As a caretaker the following skills and experiences are desired; mechanically inclined, basic electrical, plumbing and construction skills, accounting procedures, flexibility (able to adapt to change), exceptional customer service and an eye for detail. The caretaker will also be responsible for stocking and maintaining a concession stand.

Applicants need to be in good physical health as this can be a hands-on position that requires active participation in work projects. The ideal candidates must be self-motivated with an ability to maintain a positive attitude at all times. In exchange for services the caretaker will be provided housing site plus wage (dependant on qualifications).

Interested applicants may drop off cover letter, resume, references (3) and application to the Town Hall, 120 Demars Blvd., Tupper Lake, NY 12986

Job and Responsibilities

- Snack Shack Operation (Concessionaire is responsible for inventory and operation)
- Maintain campground through mowing, weed wacking and general maintenance
- Reservation taking and handling of money
- Removing trash from campground
- Cleaning and maintenance of shower and bath facilities
- Mechanical, electrical and plumbing skills
- Available on site 24hrs. a day
- Offer tourism information and promote the community
- Maintain supplies

Knowledge, Skills and Abilities

- Customer service skills
- Good communication skills
- Mechanical Skills
- Certification in CPR/First Aid a plus
- Computer skills

5.7

Discuss Goodman Mtn. Trail

5.8

Town Clerks Conference in Saratoga

5.9

Approve Transfers

Town of Tupper Lake
Monthly Transfer Report

February 2014

Bank Accounts

Accounts Payable	AP
Trust	TA
Money Market	MMA

Transfer	From	To		
Date	Account	Account	Amount	Reason for Transfer
2/3/2014	TA	AP	\$ 621.56	Employee portion for Clothing and Town Dental Reimbursement from Guardian
2/5/2014	AP	TA	\$ (12,288.23)	Payroll 2/7/2014
2/14/2014	AP	TA	\$ (13,816.81)	Payroll 2/14/2014
2/20/2014	AP	TA	\$ (12,257.82)	Payroll 2/21/2014
2/28/2014	AP	TA	\$ (12,055.05)	Payroll 2/28/2014
2/28/2014	TA	AP	\$ 1,732.57	Employee Contributions for Employee Insurance Bills
Total Transfers			\$ (48,063.78)	

5.10

Approve Abstract