

Town of Tupper Lake Regular Town Board Meeting

February 14, 2012

Roll Call: Supervisor Roger Amell
Councilwoman Kathleen Lefebvre
Councilman David Tomberlin
Councilwoman Patricia Littlefield
Councilman Gerald Fletcher

Recording Secretary: Laurie J Fuller – Town Clerk

Press: Dan McClelland – Tupper Lake Free Press
Jessica Collier – Adirondack Daily Enterprise
Tim Follos- Valley News – Denton Publications

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

Guest: David McMahon – Rod & Gun Club
Jim Brown – Rod & Gun Club

Supervisor Amell called regular town board meeting to order at 4:02 p.m. opening with the Pledge of Allegiance.

One item added to the agenda – Approve Country Club Lease Agreement

1. David McMahon & Jim Brown
Rod & Gun Club Lease:

The Rod & Gun Club lease agreement term will end April 30th 2012, which was a ten year agreement. David McMahon & Jim Brown, President of the Rod & Gun Club spoke to board members about possibly doing a 100 year agreement. Mr. McMahon explained their biggest road block in getting grants for club is because they only have a ten year lease. They are hoping to upgrade facility, putting in a new indoor shooting range will be one of the improvements.

Mr. Brown stated also there is a clause in the lease agreement they would like stricken.
*Either party may terminate his lease agreement at any time during the term of this lease, upon providing one year’s written notice to others.
Supervisor Amell stated , will talk to town attorney about clause being stricken and the 100 year lease , also would like put in lease agreement the lower part of the property will be kept as town, and covered under the towns liability insurance. Rod & Gun Club will not be listed as additional insurer for anyone who holds an event there.

2. Approve minutes:
Motion to approve minutes for meeting dated December 29, 2011 was made by Councilman Fletcher.

Seconded by Councilman Tomberlin
All Town Board Members voted AYE 5/0

3. Approve Code Officer’s Monthly report:

Monthly Report January 2012

5 Building Permit issued in January.

Completed 8 field inspections.

Responded to 1 fire calls.

January 2012 miles logged 96

Will be attending mandatory Code Enforcement continuing education in Lake Placid March 5th through March 8th 2012.

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary

Town of Tupper Lake

Town of Tupper Lake					
Permit Monthly Report for January 2012					
<u>Document #</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Document Type</u>	<u>Property Location</u> <u>SBL</u>	<u>Amount</u>
January					
001-12	1/13/2012	Matthew Sander	1 & 2 Family	274 Raquette Flow Rd 489.-1-34	\$933.00
002-12	1/23/2012	Bergen Council Of Boy	Accessory Structures	Westpine Pond 440.-1-1	\$153.00
003-12	1/13/2012	Eric Shaheen	Renovation	289 Old Wawbeek Rd 481.-3-6.300	\$54.00
004-12	1/13/2012	Louis Hart	Renovation	83 Haymeadow Rd 480.1-1-39	\$57.00
005-12	1/31/2012	Reynolds-Moser Camp	Camp	34 Big Wolf Rd 470.-3-6	\$60.00
Reporting Period Total:					<u>\$1,257.00</u>

Motion to approve Code Officer's monthly report was made by Councilwoman Lefebvre.
 Seconded by Councilman Fletcher
 All Town Board Members voted AYE 5/0

4. Approve Dog Control Officer's monthly report:

**TOWN OF TUPPER LAKE
 DOG CONTROL REPORT
 FOR THE MONTH OF: January 2012**

Date: February 1, 2012

Complaints Received	1
Complaints Answered	1
Dogs Captured	3
Dogs turned over to DCO	0
Dogs transported to HS	2 dogs released to precious pas shelter in Glens Falls
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	0
Tickets Issued	0

Mileage 127 miles

DCO William Moody

Motion to approve Dog Control Officer's report for January 2012 was made by Councilwoman Lefebvre.

Seconded by Councilwoman Littlefield
 All Town Board Members voted AYE 5/0

5. Approve Youth activity Director's monthly report:

Recreation Report for 02-14-12

Cross Country Program – The season has been the best yet despite the lack of snow. All 36 kids are having a blast and I can boast a 95-percent attendance rate. As you know we haven't been able to get out much but the days that we do it has been phenomenal. I've had excellent

volunteers help including Don Whitmore, co-Citizen of the Year, to help me on Mondays. My intention is to keep going as long as we can.

Country Club – As you can guess conditions have been pretty bad up there. We have planned numerous events although most have had to be cancelled. One highlight however is coming up this weekend. The Lumberjack Scramble, a race that was popularized by Jim Frenette in the 70's and 80's, will return this Saturday. It is for all ages and includes a Lollipop Loop for the kiddies , a 3K, 5K and 10K race for older participants. Local businesses have generously donated items for door prizes and word has gone out all over. The new event organizer at the chamber has been a help in spreading news on this event.

Country Club Part II – We are still paying off the roller that was somehow ordered. We are continuing to seek donations. We have invested upwards of \$15,000 on the facility and I feel it's time to talk about this. Does the board want to set aside money in the budget for items up there? Mr. Gillis is already talking about purchasing another snow machine to replace the one donated by Mr. Day four years ago. Our latest purchase is \$250 for studs. On a side note if we are able to hold the race this weekend, proceeds will be devoted to the trail fund.

QUICK GLANCE AT EXPENDITURES – (just a quick look through expenditures)

Ski Doo Skandic - \$8459.00

G2 Groomer - \$3425.00

Tracksetter - \$1350.00

Roller - \$720.00

Studs - \$250

NYS Registration - \$100

Port-a-Potty Rental - \$200 (estimate)

Signage - \$100

Brochures/Media Material - \$100

Advertisements - \$200

Spark Plugs - \$15.60

Drive Belt - \$99.00

Oil - \$83.70

TOTAL - \$15,102.30 estimate

Summer Employment – Applications for summer employment are now available. I intend to start advertising in early March. I've informed past employees to come in and fill out a new application. Last year I reduced the number of employees for summer day camp from seven to six. This year I'm confident I can lower the number from six to five. Also I would like to tweak the beach hours and employees. I have found a way, I think, to have only three working each day. That would work perfect if we operated just five days a week but I have to take into account weekends. And finally I would like to ask for a .50-cent raise for all returning employees. They haven't had one in a couple years and I feel they deserve one. One application has been received to date.

Running Program – Shortly I'll begin advertising a fun run for kids. I want to use the municipal beach as the location. The route would take little kids around the campground while a longer route would take the older kids to the end of North Little Wolf Road and back. I realize this could be a traffic concern but I think the road is for the most part slow with traffic. I would like to do these on Fridays and begin once the weather gets warm. I've priced out ribbons and they don't cost a lot.

Little Wolf Campground – Reservations are pouring in and it will be nice to have Mike Gaff again this season. Many people are reserving the pavilion but I would like to set aside some Fridays for events such as more music and even movies.

Motion to approve Youth Activity Director's monthly report was made by Councilwoman Littlefield.

Seconded by Councilwoman Lefebvre
 All Town Board Members voted AYE 5/0

6. Approve \$15,000.00 towards Events Coordinator position:

Faith Bedore is the new Events Coordinator for the Chamber of Commerce. In October of 2011 Town Board members agreed and budgeted to pay \$15,000.00 for three years towards position.

Motion to approve paying \$15,000.00 for three years to Chamber of Commerce towards the Events Coordinator's salary was made by Councilwoman Lefebvre.

Seconded by Councilman Fletcher
 All Town Board Members voted AYE 5/0

7. Approve Corporate Authorization resolution
 With Community Bank
 Authorization for signatures on Town Checks:

Jan. 19. 2012 11:15AM Community Bank NA Branch 136 No. 1222 P. 2

Resolution #6 - 2012
CORPORATE AUTHORIZATION RESOLUTION

COMMUNITY BANK NA
 TUPPER LAKE HOSLEY (136)
 314 HOSLEY AVENUE
 TUPPER LAKE, NY 12986

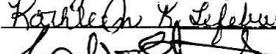
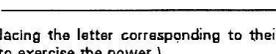
Town of Tupper Lake
 By Motion: Councilwoman Littlefield
 Seconded: Councilman Tomberlin
 Action: Carried 5/0 vote
 Date: February 14, 2012

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Laurie J. Fuller, certify that I am Secretary (clerk) of the above named corporation organized under the laws of New York, Federal Employer I.D. Number 15-6000854, engaged in business under the trade name of Town of Tupper Lake, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on February 14, 2012 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Supervisor Roger Jamell</u>	X 	X _____
B. <u>Councilwoman Kathleen Lefebvre</u>	X 	X _____
C. <u>Councilman Gerald Fletcher</u>	X 	X _____
D. <u>Councilman David Tomberlin</u>	X 	X _____
E. <u>Councilwoman Patricia Littlefield</u>	X 	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A & B</u>	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
<u>C, D, & E</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on February 14, 2012 (date)
 Attest by Roger Jamell One Other Officer
Laurie J. Fuller Secretary

8. Resolution for 2012
Tinman Triathlon:

RESOLUTION #8 – 2012

WHEREAS: the 30th Annual Tupper Lake Tinman Triathlon is slated for Saturday, June 30, 2012 and:

WHEREAS: at a Regular Town Board Meeting held February 14, 2012, the town board passed a resolution to allow the Tinman Triathlon to use designated roads for the bike and run course June 30, 2012 event.

2012 – February 14, 2012

Motion: Councilwoman Lefebvre

Seconded: Councilwoman Littlefield

Action: Carried 5/0 vote

Laurie J. Fuller – Town Clerk

9. Approve Resolution for
Tupper Lake Marathon:

RESOLUTION #9 / 2012

WHEREAS: Brian Bennett, organizer for the Tupper Lake Marathon and Half Marathon is scheduled for May 20th 2012 and;

WHEREAS: the course will take place on Town of Tupper Lake roads Dugal, Old Wawbeek, South & North Little Wolf Road and Haymeadow Drive; and

WHEREAS: Brain is asking permission to use those roads for his event.

NOW THEREFORE BE IT RESOLVED: at a Regular Town Board meeting held February 14, 2012 board members passed a resolution allowing the Tupper Lake Marathon and Half Marathon to use designated roads for the event.

2012 – February 14, 2012

Motion: Councilman Tomberlin

Seconded: Councilwoman Lefebvre

Action: Carried 5/0 vote

Laurie J. Fuller – Town Clerk

10. Adopt Code of Ethics for
Officials and Employees of the Town of Tupper Lake;

CODE OF ETHICS

TOWN OF TUPPER LAKE

STATE OF NEW YORK

RESOLUTION NUMBER: **10-2012**

OFFERED BY: **Councilwoman Littlefield**

RELATING TO: Adoption of Code of Ethics for the Officers and Employees of the
Town of Tupper Lake.

WHEREAS, the State of New York, by statute has made it mandatory for municipalities to adopt a Code of Ethics,

NOW, THEREFORE, be it enacted by the Town Board of the Town of Tupper Lake as follows:

SECTION 1

Pursuant to the provision of section eight hundred six of the General Municipal Law, the Town Board of the Town of Tupper Lake recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of this resolution to promulgate these rules of ethical conduct for the officers and employees of the Town of Tupper Lake. Those rules shall serve as a guide for official conduct of the officers and employees of the Town of Tupper Lake. These rules of ethical conduct of this resolution as adopted, shall not conflict with, but shall be in addition to any prohibition of article eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

SECTION 2

A. DEFINITIONS. As used in this resolution, the term Town shall mean any board, commission, district, council or other agency, department or unit of the government of the Town of Tupper Lake.

The term "Town Employee" shall mean any officer or employee of the Town of Tupper Lake whether paid or unpaid, whether serving in a full-time, part-time or advisory capacity.

B. RULE WITH RESPECT TO CONFLICTS OF INTEREST. No Town Employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

SECTION 3

STANDARDS OF CONDUCT. Every officer or employee of the Town of Tupper Lake shall be subject to and abide by the following standards of conduct:

A. GIFTS. He shall not directly or indirectly: solicit any gift; or accept or receive any gift having a value of twenty-five dollars or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part.

B. CONFIDENTIAL INFORMATION. He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.

C. REPRESENTATION BEFORE ONE'S OWN AGENCY. He shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member, or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee.

D. REPRESENTATION BEFORE ANY AGENCY FOR A CONTINGENT FEE.

He shall not receive, or enter into any agreement, express or implied for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

E. DISCLOSURE OF INTEREST IN LEGISLATION. To the extent that he knows thereof, a member of the Town Board and any officer or employee of the Town of Tupper Lake, whether paid or unpaid, who participate in the discussion or gives an official opinion to the Town Board on any legislation before the Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.

F. INVESTMENTS IN CONFLICT WITH OFFICIAL DUTIES. He shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction, which creates a conflict with his official duties.

G. PRIVATE EMPLOYMENT. He shall not engage in, solicit, negotiate for or promise to accept private employment or render services for the private interests when such employment or services creates a conflict with or impairs the proper discharge of his official duties.

H. FUTURE EMPLOYMENT. He shall not, after the termination of service of employment appear before any board or agency of the Town of Tupper Lake in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

SECTION 4

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town of Tupper Lake, or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or for lawful benefits authorized or permitted by law.

SECTION 5

DISTRIBUTION OF CODE OF ETHICS. The Supervisor of the Town Board of the Town of Tupper Lake shall cause a copy of this code of ethics to be distributed to every officer and employee of the Town within forty-five (45) days after the effective date of this resolution. Each officer and employee elected or appointed thereafter, shall be furnished a copy before entering upon the duties of his office or employment.

SECTION 6

PENALTIES. In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violates any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

SECTION 7

EFFECTIVE DATE. This resolution shall take effect immediately after its adoption.

SECTION 8

GENDER: This document is intended to be gender neutral and the term "he" refers to both genders and singular words also refer to the plural.

Date: February 14, 2012

	Supervisor Amell	AYE
Motion: Councilwoman Littlefield	Councilwoman Lefebvre	AYE
Seconded: Councilwoman Lefebvre	Councilwoman Littlefield	AYE
Action: Carried 5/0 vote	Councilman Fletcher	AYE
	Councilman Tomberlin	AYE

Laurie J. Fuller – Town Clerk

11. Bids for License Contractor:

THE TOWN OF TUPPER LAKE TOWN BOARD

Is accepting bids for a Licensed Contractor with proof of Compensation & Liability
A skilled carpenter & Laborer
willing to do all repairs on
Town owned buildings at an hourly rate on an as needed basis.
Bids can be dropped off or mailed to the
Town Clerks Office at 120 Demars Blvd. Tupper Lake, NY 12986.
Bids will be accepted until 12:00 P.M. on Friday, February 3, 2012

Town of Tupper Lake Town Board

February 14, 2012

Date

Bid opening for:

License Contractor to do repairs on town owed buildings

Name

Submitted Bid

Daryl Robideau Contracting

\$35.00 per hour carpenter
\$20.00 per hour laborer

Hollingsworth Carpentry

\$30.00 per hour carpenter
\$25.00 per hour laborer

Date of Opening: February 3, 2012

Time of Opening: 12:00 p.m.

Members Present: Supervisor Roger Amell
Town Clerk Laurie Fuller

Bid was awarded to: TABLED

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

12. Reappoint John Gillis
To Board of Assessment Review:

RESOLUTION #11 - 2012

OF

THE TOWN BOARD OF THE TOWN OF TUPPER LAKE,

FRANKLIN COUNTY, NEW YORK

WHEREAS: the appointment of Mr. John Gillis on the Board of Assessment Review term has expired and:

WHEREAS: at a Regular Town Board meeting held February 14, 2012 Councilwoman Lefebvre made a motion to reappoint John Gillis for a 5-year term on the Board of Assessment Review Board, Seconded by Councilman Fletcher.

Supervisor Amell	AYE
Councilwoman Lefebvre	AYE
Councilwoman Littlefield	AYE
Councilman Fletcher	AYE
Councilman Tomberlin	AYE

Date: February 14, 2012

Laurie J. Fuller – Town Clerk

13. Two Board Members appointed
To Economic Development Committee:

RESOLUTION #12 – 2012

OF

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

Appoint two board members to the Economic Development Committee'

WHEREAS; the Economic Development Committee will work to promote economic development for the Town of Tupper Lake by working with the Village of Tupper Lake, the Tupper Lake Chambers of Commerce and the Joint Planning Board; and

WHEREAS; the Economic Development Committee will be a conduit to bring information to the Town Board to facilitate and foster economic growth in Tupper Lake, and will be the Town's contact point for economic development opportunities.

NOW THEREFORE BE IT RESOLVED; at a regular town board meeting held February 14, 2012, board members passed a resolution appointing Councilman David Tomberlin and Councilwoman Patricia Littlefield to Economic Development Committee

Motion: Councilwoman Lefebvre

Seconded: Councilman Fletcher

Action: Carried 5/0 vote

Date: February 14, 2012

14. Discuss New Open Meeting Law:

On January 3, 2012, Governor Cuomo signed legislation requiring state and local governments to post materials online before a meeting to the practicable extent. The law went into effect February 3, 2012.

Councilman Tomberlin explained the town shares a website with the Chamber of Commerce, Town Attorney Gagnier thinks it would be best if the town has their own website to post agendas, minutes, and forms online. Councilman Tomberlin is talking with Village Trustee Rick Donah to see about doing something together and share cost. They will research and hopefully come back with some recommendation for next board meeting.

Town Clerk Laurie Fuller provided a packet for the press and public with agenda and documents to be discussed at meeting. Packets will be available prior to board meetings.
All board members agreed.

15. Approve Advertising for Part Time
Office Clerk:

Motion to approve advertising for a Part Time Office Clerk was made by Councilman Tomberlin

Seconded by Councilman Fletcher
All Town Board Members voted AYE 5/0

POSITION AVAILABLE

The Town of Tupper Lake will be filling a part time position, three days a week during the afternoon. Familiarity with personnel, payroll and accounting procedures is a requirement. This position calls for a detail oriented individual whose organizational skills will be a primary function of this role. Interested applicants must submit a completed application with resume and cover letter, to the Town Clerk, Town of Tupper Lake, 120 Demars Blvd. Tupper Lake, New York 12986 by the close of business Wednesday, February 29, 2012.

The Town is an equal opportunity employer.

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

16. Budget Transfers;

Town of Tupper Lake
2/14/2012

	Acct/Budget	Detail	Credit	Debit	Revenue	Expenditure
General - 2011						
	40204	Registrar	\$315.00			
	70204	Recreation	\$314.00			
	80904	Environmental Control	\$300.00			
	81604	Garbage		\$929.00		
DA -Highway - 2011						
	42304	Narcotics Testing				\$30.33
	51424	Snow Removal CE				\$739.12
	3489	Other Health			\$769.45	
DB -Highway - 2011						
	42304	Narcotics Testing				\$30.33
	3489	Other Health			\$30.33	
			\$929.00	\$929.00	\$799.78	\$799.78

	Acct/Budget	Detail	Credit	Debit	Revenue	Expenditure
General - 2012						
	90408	Workers Compensation	\$4,855.00			
	19904	Contingency		\$4,855.00		
	19554	Payment in Lieu of Taxes -TLCS				\$749.86
	1081	Payment in Lieu of Taxes - Other			\$749.86	
			\$4,855.00	\$4,855.00	\$749.86	\$749.86

Motion to approve budget transfers for 2011 & 2012 was made by Councilwoman Lefebvre

Seconded by Councilman Tomberlin
All Town Board Members voted AYE 5/0

17. Abstract of Audited vouchers:

Motion to approve Abstract of Audited Vouchers for the period 1/9/2012 thru 2/10/2012 in the amount of **\$241,307.90** was made by Councilwoman Littlefield.

Seconded by Councilwoman Lefebvre
All Town Board Members voted AYE 5/0

18. Approve Lease Agreement
With Tupper Lake Country Club:

Motion: Councilwoman Littlefield
Seconded: Councilwoman Lefebvre
Action: Carried 5/0 vote
Date: February 14, 2012

Resolution #7-2012

**LICENSE / LEASE
AGREEMENT**

THIS AGREEMENT made this ___ day of January, 2012 by and between the TUPPER LAKE COUNTRY CLUB, INC., a domestic corporation with offices at 141 Country Club Road, Town of Tupper Lake, Tupper Lake, NY, party of the first part, hereinafter called the "Club", and Deborah Clark, the party of the second part, hereinafter called "Licensee",

WITNESSETH:

WHEREAS the Club has been granted a concession to operate the premises known as the Tupper Lake Country Club by the Town of Tupper Lake, hereinafter referred to as "Town", and

WHEREAS the Club has determined that it will be in the best interest to license the operation of the restaurant facilities at the Tupper Lake Country Club, and

WHEREAS the Licensee agrees to assume the operation of the restaurant facilities, beverage cart and "DOG HOUSE" ("Premises"),

NOW, THEREFORE, in consideration of the use of the Premises by the Club and Town to Lessee, and the sum of \$3,000.00 paid by Licensee to Club, the sufficiency of which is hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. a. The Club agrees to and hereby does license, and Licensee agrees to take and hereby does take, that portion of land and facilities granted to the Club by the Town under the concession agreement known the Clubhouse for a term of six months. The term to commence on the 15th day of April, 2012 and end on the 15th day of October, 2012. The license may be renewed upon mutual agreement of the parties.
b. The Club agrees to and hereby does license, and the Licensee agrees to take and hereby does take the beverage cart operations and the operations of the outside food service area referred to as the "DOG HOUSE" for a term of six months. The license may be renewed by mutual agreement.
2. Licensee agrees to pay the Club as a license fee the sum of \$3,000.00 for the license period, to be paid as follows:
 - a. \$1,500.00 at the time of execution of this Lease; and
 - b. \$1,500.00 on the 1st day of July, 2011.
3. An event fee for each non-Club event held at the Club for non-Club members to be paid to the Club in advance of, during the month prior to, the event based on the following schedule:
 - a. Event 50 - 99 people = \$100.00
 - b. Event 100 - 124 people = \$250.00
 - c. Event 125 - 149 people = \$350.00
 - d. Event 150 – 200 people = \$500.00

Event fees are to be collected at the time of reservations and accounted for and remitted to the Club monthly, however, if an event is cancelled, the Club shall return any fees collected within five days of receiving notice of said cancellation The Licensee agrees to provide the Club with an updated schedule of events on a monthly basis. Checks will be made out to the TLCC before the event takes place.

4. The parties agree that use of all furniture, furnishings, fixtures, utensils and equipment owned by the Club and located at the Clubhouse, are included in this agreement. The parties agree to split equally any expense of refinishing the main hardwood floor. Said task to be arranged by the Club. The Club shall send a statement to Licensee equal to one-half of cost or an amount not to exceed \$500.00, whichever is less, payable April 1st of each year.
5. The Club agrees
 - a) to keep and maintain the plumbing, sewage, heating and electrical systems in good working order provided no repairs are occasioned by the neglect, negligence or misuse of the system by the Licensee in which case the Licensee shall be responsible for said cost. The Club shall

be responsible for obtaining a copy of a current Certificate of Occupancy. In the event repairs are required to be made to obtain the same, the Club shall confer with the Town on any such repairs and if the Town is unable or unwilling to make such repairs, the Club or the Licensee may terminate this agreement. It is understood, however, that said premises shall not be open for business during the months of November, December, January, February and March of each year without express written permission of the Club and the Town. The Club accepts no responsibility for the maintenance of said systems during those months given any event;

- b) to see that all appliances, machinery and equipment in and about the premises which are fixed assets of the Club are in proper working order on April 15th. The Club shall have responsibility for the maintenance/repair thereof, except for repairs which shall be occasioned by the neglect, misuse or negligence of the Licensee in which case Licensee shall bear responsibility; and
- c) to furnish dinnerware service for at least 200 place settings.
- d) to provide the Licensee with a set of keys to the Premises. Club warrants that the Licensee and the Club Chair shall be the only parties authorized to have access to the Premises. The Licensee's keys shall be returned to the Club at the end of the term of this license.

6. Licensee agrees

- a) to obtain and keep in force any and all licenses, including a liquor license, and permits as may be required by any governmental agency in the conduct and operation of the restaurant and bar;
- b) to comply with all laws, rules and regulations pertaining to the operation of the restaurant and bar and to pay any fees necessary to comply with same including necessary licensing of the beverage cart and "DOG HOUSE" operations;
- c) to keep the Clubhouse open for business every day from at least 11:00 a.m. until 10:00 p.m. during the months of July and August and from noon until 10:00 p.m. during the months of May, June, September and October. It is understood and agreed, however, that Licensee may close the restaurant during May, June, September and October by 8:00 p.m. when weather and other conditions indicate that it would be economically prudent to do so. The Licensee shall, to the extent that it is economically feasible, keep the "Dog House" will be open 11 am to 2 pm during the months of July and August and during club events for the sale of food items and non-alcoholic beverages. The beverage cart will be in the parking lot at 3:30 on twilight nights and for club events, with regular rounds on the course for daily play. Any variation from this schedule should be approved by the Town Board or Club member that represents the Clubhouse prior to the variation. Licensee agrees to maintain a phone answering machine with weekly hours of operation listed;
- d) to open the Clubhouse by 7:00 a.m. for the purpose of Licensee selling coffee and breakfast foods during the Annual Tupper Lake Open tournament. During other special events as may be designated by the Club and approved by the Licensee, the Clubhouse shall be open by 7:00 a.m. for the same above purpose.
- e) to take out and keep in force during the term of this agreement in which Licensee actually occupies the premises, adequate general liability insurance with a minimum limit of \$1,000,000.00 per occurrence and to name the Club and the Town thereon as additional named insured and to furnish the Club and the Town with proof that said policy has been issued and has coverage equal to or better than the minimum specified. A copy should be provided to the Club Board as proof before the first day of business;
- f) to protect, defend and hold the Club and the Town harmless from any and all claims, liability and damage of whatsoever kind of nature arising out of or in connection with the maintenance, operation or use of the facilities and/or equipment by Licensee, its agents, employees, designees, invitees or guests;
- g) to require all employees be neatly and cleanly dressed in clothing appropriate to the operation of a fine restaurant;
- h) to keep the interior of the premises and kitchen area neat, clean and in compliance with any governmental regulations; and to clean up and remove debris from the lawns and parking lot in the immediate vicinity of the Clubhouse;
- i) to dispose of Licensee's garbage that may be placed in the garbage bin adjacent to the Clubhouse;
- j) to promptly pay when due all fuel, electric, water, cable/satellite and telephone charges as

- the same are billed to the Club or to Licensee in connection with the restaurant facilities;
- k) to at all times provide for adequate service to the Club members and their guests. Whenever any activity shall be conducted on the premises which is not sponsored by the Club, such as wedding receptions and other private parties, Licensee will provide for suitable and adequate service to the members and guests by reserving and setting aside an appropriate area for them. The bar area will remain open for members and guests during all such events;
 - l) not to assign any rights or obligations under this agreement or any part thereof, without prior written consent of the Club and the Town;
 - m) not to make any alterations or improvements or install fixtures to the licensed premises without the prior written consent of the Club and the Town. Any alterations, improvements or fixtures installed by Licensee shall become property of the Club and the Town. The Club and the Town shall not be liable or pay to Licensee any reimbursement or set off against rent for any such improvement or the construction or installation costs thereof;
 - n) to surrender up, at the end of the term thereof, the licensed premises and the Club-owned equipment and personal property covered by this agreement in good order and condition, reasonable wear and tear excepted;
 - o) to replace any glass, dinnerware, silverware, furniture, fixtures or furnishings owned by the Club and purchased subsequent to this Agreement, which may be lost or broken during the term of this Agreement or occupancy by Licensee. The parties may mutually agree in writing to waive such replacement in lieu of other equipment, furniture or fixtures acquired by Licensee and to remain on the licensed premises;
 - p) to refrain from harboring any animals or other pets upon the premises, and to not engage in or allow any illegal or offensive activity on the premises;
 - q) to consistently operate the beverage cart and "DOG HOUSE" operations, for the convenience of the members and golfing public; and
 - r) that any violation of this agreement will be addressed with a warning. A second violation of the same or similar nature will result in the termination of this lease and forfeiture of all monies paid to date per paragraph 2 of this agreement.
 - s) tenant shall provide the Club with a list of future bookings for the following year should this lease terminate at the end of the year.
 - t) the grease traps shall be cleaned weekly by Licensee during July and August, bi-weekly at all other times.

7. The parties hereto specifically recognize, covenant and agree that Licensee is, and shall continue to be, throughout the term of this agreement an independent contractor and neither Licensee nor any of Licensee's employees, contractors or agents shall be deemed to be employees of the Club.

8. The parties further agree that in all dealings, negotiations, and interchange between the Licensee and the Club, Licensee will report to and/or deal with only the Chair of the Club's House Committee or a designated committee member and need not confer with or account to any other member, officer or director of the Club.

9. It is further agreed between the parties that the Licensee has commercial use of the facility each year from April 15 to October 15. Any use or entry into the facility from November 1 to March 31 is to be with the Tupper Lake Country Club Board of Directors' and the Town Board's full approval, with the understanding that the Licensee will require access prior to March 31 for permitting and cleaning, approval for which must be obtained by the Licensee from the Town, and which the Club consents to.

10. It is further agreed between the parties that if during the term of the license the premises shall be damaged or destroyed by fire or other cause so as to render the premises unfit for occupancy or impossible to conduct the business of Licensee thereon, or in the event such damage cannot be repaired with reasonable diligence within 30 days from the happening of such injury, then the Club may terminate this agreement and the term herein provided from the date of such damage or destruction, and Licensee shall immediately surrender the premises and all interest therein to the Club; and, if the damage or destruction occurs after July 1, 2012, Licensee shall pay a license fee pro-rated to the time of such damage or destruction, however, if the damage or destruction occurs prior to July 1, 2012 then there shall be no license fees due other than the first installment. If the premises can be restored within 30 days from the happening of the

injury thereto and the Club elects to so repair or restore said premises, then this agreement shall not end or terminate on account of such injury or damage, but the license fee shall not run or accrue after the damage and during the process of repairs, and up to the time when the repairs shall be completed, except only that Licensee shall during such time pay a pro-rata portion of such license fee apportioned to that part of the premises which may be actually occupied during such repair period. If, however, the premises shall be so slightly injured or damaged as not to be rendered unfit for occupancy as determined by the Town's Code Enforcement Officer, then the Club shall repair the same with reasonable promptness, and in that case the license fee shall not cease or be abated during the repair period. All improvements or betterment's placed by Licensee on the premises shall, however, be repaired or replaced by Licensee at his/her/it's own expense and not at the expense of the Club.

11. The Licensee agrees to be bound by provisions of the agreement between the Tupper Lake Country Club and Coca-Cola Bottling Company of New England dated July 12, 1999, as amended, while in force.
12. In the event that the Licensee terminates this Agreement without the approval of the Club's Board of Directors prior to the expiration of this agreement, as referenced in paragraph 1 hereof, the fees paid per paragraph "2" of the agreement shall be retained by the Club as liquidated damages for early termination as the Club's sole remedy.
13. A cleaning deposit will be due by the Licensee in the amount of \$500.00 by April 1st of each year. Upon mutual agreement, the Licensee may perform cleaning services for the Club and such services shall be credited as the cleaning deposit in an amount agreed to by both parties, not to exceed \$500.00. If the facility is not cleaned to the full satisfaction of the Chair of the Club House Committee by October 31 of each year, any part of or all of the deposit may be used for cleaning purposes. The deposit or remainder thereof will be refunded to the Licensee upon termination of this agreement.
14. In the event that the Licensee shall be deemed by the Club to be in substantial violation of any terms or provisions of this agreement, the Club shall give written notice to Licensee of such determination. In the event such violation is not corrected or cured within 5 business days after receipt of such notice by Licensee the Club may terminate this Agreement.
15. The Club may terminate this agreement if, for any reason, the Club's concession agreement with the Town of Tupper Lake is terminated.
16. It is agreed by and between the parties hereto that notwithstanding any other term or provision set forth herein, this agreement shall not be effective as between the parties hereto until the Town Board of the Town of Tupper Lake, Franklin County, New York consents thereto.
17. This agreement may not be amended except by written agreement signed by the parties hereto.
18. This agreement may be assigned to an entity or entities solely owned by the Licensee with the approval of the Club.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this ____ day of _____, 2012.

TUPPER LAKE COUNTRY CLUB, INC.:

By: Pamela Savard
Its: President

LICENSEE:

By: Deborah Clark

TOWN OF TUPPER LAKE

By: Roger Amell

Its: Supervisor

Funding Timeline: Payable to Tupper Lake Golf Club

\$1,500.00	½ Lease payment at the time of execution of the lease.
\$ 500.00	Cleaning deposit April 1, 2012
\$ 500.00	Floor refinishing April 1, 2012
\$1,500.00	½ Lease payment July 1, 2012

19. Adjournment:

Motion to adjourn at 5:00 P.M. was made by Councilwoman Lefebvre

Seconded by Councilman Tomberlin
All Town Board Members voted AYE 5/0

Laurie J. Fuller – Town Clerk

