

**TOWN OF TUPPER LAKE
PUBLIC HEARING (Fire Protection Agreement)
&
PUBLIC HEARING (Public comments on new sewer connections in District 23)
&
REGULAR Town Board Meeting**

Thursday, April 18, 2013

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

Absent – Councilwoman Kathleen Lefebvre

Recording Secretary: Laurie J. Fuller

Also: Paul O’Leary – Assessor/Code Officer
Mike Fritts – Youth Activity Director
Mike Gaff – Little Wolf Campground Caretaker
William Dechene – Town Highway Superintendent
Michele Clement – Chamber Events Coordinator

Press: Mary Peryea –Tupper Lake Free Press
Jessica Collier – Adirondack Daily Enterprise

Supervisor Amell opened Public Hearing for Fire Protection Agreement at 4:02 P.M. everyone stood for the Pledge of Allegiance.

Councilwoman Littlefield read Public Notice:

To be published in the Free Press on March 27, 2013

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Tupper Lake, Franklin County, New York, acting for the Town of Tupper Lake Fire Protection District, is considering an Agreement with the Village of Tupper Lake to furnish fire protection to the residents of the Town of Tupper Lake, outside the Village of Tupper Lake, pursuant to which the Town will pay

to the Village of Tupper Lake the sum of One Hundred Twenty Two Thousand Seven Hundred Seventy Two and 62/100 Dollars (\$122,772.62) for the 2013 term.

A public hearing on this subject will be held by the Town Board on April 18, 2013 at 4:00 P.M. at the Town Hall, 120 Demars Blvd., Tupper Lake, New York, following which the Town Board will consider entering into such an Agreement.

TOWN OF TUPPER LAKE

By: _____
LAURIE FULLER, Town Clerk

Guest Sign In Sheet – Public Hearing – Fire Protection Agreement

David Maroun
Royce Cole
Carl Steffen
Mark Picerno

Chief Carl Steffen commented on how important this agreement is as a resident and the Chief of the Fire Department he has worked on the fire department budget. He stated budget is “Bare Bones”. Strongly recommends agreement to be approved and Town and Village continue to work together.

Supervisor Amell explained this agreement is from June of last year 2012 to June of this year 2013.

No other comments

Motion to close public hearing on Fire Protection Agreement was made by Councilman Tomberlin

Seconded by Councilman Fletcher
All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

Motion to sign Fire Protection Agreement was made by Councilman Tomberlin

Seconded by Councilman Fletcher
All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

Resolution #11 - 2013
FIRE PROTECTION AGREEMENT
TOWN OF TUPPER LAKE FIRE PROTECTION DISTRICT
(January 1, 2013 – December 31, 2013)

THIS AGREEMENT, made this 18th day of April, 2013 by and between the **TOWN OF TUPPER LAKE**, with principal offices located at 120 Demars Boulevard, Town of Tupper Lake, County of Franklin, State of New York (hereinafter “Town”), and the **VILLAGE OF TUPPER LAKE**, with principal offices located at 53 Park Street in the Village of Tupper Lake, County of Franklin, State of New York (hereinafter “Village”).

WITNESSETH;

WHEREAS, there has been established in the Town, a fire protection district known as “TOWN OF TUPPER LAKE FIRE PROTECTION DISTRICT” (hereinafter “District”), embracing territory in the Town outside the Village, as such territory is more fully described in the resolution establishing the District and duly adopted by the Town Board of the Town on March 7, 1951; and

WHEREAS, following a public hearing on April 18, 2013, duly called, the said Town Board authorized a contract with the Village for fire protection to the District upon the terms and provisions set forth herein; and

WHEREAS, this contract has also been duly authorized by a resolution of the Board of Trustees of the Village dated _____.

NOW, THEREFORE, the Town does engage the Village to furnish fire protection to the District and the Village agrees to furnish such protection pursuant to the following terms:

1. The fire department of the Village shall, at all times during the period of this agreement, be subject to call for attendance upon any fire occurring within the District, and when notified by alarm or telephone call from any person within the District of a fire within the District, such department shall respond and attend upon the fire without unreasonable delay with one

or more companies and with suitable ladder, pumping and hose apparatus of the Village. Upon arriving at the scene of the fire, the Village fireman attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith. The Village shall provide hydrants in such suitable locations so as to service all the property within the District, providing, however, that the Village will be required to furnish hydrants only in locations in the District where the Village now maintains transmission lines for its municipal water supply.

2. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the Town covenants and agrees on behalf of the District to pay to the Village a definite sum in the amount of ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED TWENTY-TWO AND 62/100 DOLLARS (\$122,722.62), which sum is equal to allocating an equalization of expenses pursuant to the most recent relative assessed valuation of each parcel located in the Town and Village.
3. Payment Due Dates. Payment shall be made on or before the 1st day of May, 2013.
4. All money to be paid under this agreement shall be a charge upon the District to be assessed and levied upon the taxable property in the District and collected with the Town taxes.
5. Members of the Village fire department, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities as if performing the same in the Village of Tupper Lake.
6. The Village agrees to maintain general liability and motor vehicle liability insurance with at least \$1,000,000.00 coverage, and adequate workers' compensation insurance coverage in full force during the term of this agreement, which insurance shall mutually protect the

parties hereto against any liability occasioned by accident or other occurrence arising out of or in connection with activities and operations under this agreement.

7. A Joint Fire Protection Committee (JFPC) has been established for the purpose of reviewing the annual proposed budget and developing and advising the Village and Town on long term plans to ensure that the Village Fire Department is properly funded, housed, equipped and trained. To accomplish these goals, the JFPC shall review the budget and make recommendations to the Village and Town Boards which may, among other things, include suggestions concerning the budget as well as contracting for services with other Fire Protection Districts.

(A) The JFPC shall be comprised of the following members:

- 1 fire department member;
- 2 Village Board members; and
- 2 Town of Tupper Lake Board members.

(B) The Village and Town may each assign one resident from their respective municipality to serve in the stead of one Board member. Each municipality shall have the sole right to make such a decision on their own behalf. No more than one member from the municipal board shall be permitted to be replaced by a resident.

(C) The JFPC shall be permitted to convene at any time during the term of this agreement.

(D) The Village shall present the JFPC with a proposed budget for the Village of Tupper Lake Fire Department no later than October 15, 2013.

8. This term of this agreement shall be from the 1st day of January, 2013 through the 31st day of December, 2013, and it shall be enforced according to the terms and conditions as set forth

herein. The term of this agreement shall not extend beyond December 31, 2013, except that if, as of December 31, 2013 the Village and Town have not been able to agree to the terms of a new fire protection agreement, the terms of this agreement shall be automatically extended for NINETY (90) days so long as the parties are in the process of a negotiating a new agreement. However, during said NINETY (90) day period, either party may terminate said extension upon a THIRTY (30) day written notice, sent to the other party by registered mail. If a new fire protection agreement is not agreed upon and the fire services are terminated, the Town shall pay the pro-rated 2014 year fee based on the length of time fire services were provided. If a new fire agreement has been agreed for 2014, then those new rates shall apply to and cover the NINETY (90) day extension period.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement as of the day and year above-referenced.

Attest:

VILLAGE OF TUPPER LAKE

VILLAGE CLERK

BY: _____
Paul Maroun, Mayor

**VILLAGE OF TUPPER LAKE
FIRE DEPARTMENT**

BY: _____
Carl Steffan, Fire Chief

Attest:

TOWN OF TUPPER LAKE

Town Clerk

BY: _____
Roger J. Amell, Supervisor

Motion: Councilman Tomberlin
 Seconded: Councilman Fletcher
 Absent: Councilwoman Lefebvre

Action: Carried 4/0 vote

Open Hearing on Public Comments for New Sewer Connections in District #23.

Councilwoman Littlefield read Public Notice:

NOTICE OF PUBLIC HEARING

Please be advised that the Town Board will hold a public hearing on Thursday, April 18, 2013 at 4:00 pm at the Town Hall, 120 Demars Blvd. in the Town of Tupper Lake for the purposes of receiving comments related to the costs of new sewer connections to sewer District 23.

Laurie J. Fuller
 Town Clerk
 Dated March 27, 2013

Guest sign in Sheet – Public Comments on new sewer connections in District #23

Matt Zande	Joan Blackman	Jozef Vala
Fred Richardson	Monica Parent	Eric Shaheen
Nathan Shaheen	Bob Zande	
Tony Mercurio	Pam Savard	
Woody Crouse	Bob Collier	
Lisa Sciacca	Mike & Mary Chartier	
Betty Maus	Hope Frenette	

Matt Zande, property owner in district 23, requesting grinder pump so he can build on vacant land, again ask that the town pay for grinder pump and infrastructure, which he feels is only fair, he wants the same as what his neighbors received when sewer district 23 was formed in 2007.

Fred Richardson, property owner in district 23, stated when district was formed, Councilman Button, previous town board member visited property owners in district 23 explained if grinder pumps were going to be installed on your property you needed to sign easement. Grinder pumps were paid through a grant. He recalls if you wanted a grinder pump installed it needed to be done when district was formed, if not you had to pay for it yourself.

Bob Zande, father of Matt Zande, purchased sons property a few years ago and pays the same district fee on his tax bill as everyone else in district, and feels town should pay for his grinder pump. When district was formed no grinder pumps were installed on vacant land.

Tony Mercurio, property owner in district 23, suggested the town board issue a bond to pay cost of grinder pump and as development takes place the new resident would then be paying town taxes on a new home which might eventually exceed amount of bond. The town would make money and no added cost to property owners in district 23.

Bob Collier, property owner in district 23, agreed with Tony Mercurio's idea and urged board to adopt a policy.

Eric Shaheen, property owner in district 23, also agreed with Tony Mercurio's idea, but questioned why the engineering firm was not held liable for problems in the district and what happens to the people who purchased their own grinder in district 17.

Monica Parent, property owner in district 23, asked how much a grinder pump would cost.

Hope Frenette, property owner in district 23, stated a policy needs to be in place to cover existing vacant lots and future subdivisions.

Mary Chartier, property owner in district 23, hoped the town board would help Matt out and agreed with Tony Mercurio's idea, believes it would help all future development.

Elaine Yabroudy, property owner in district 23, stated the capital fee covered the grinder pump, lateral installed to main line, that is what we paid for that is what the Zande's should get.

Mike Chartier, property owner in district 23, agreed Matt should get a grinder pump residents in district should not have to pay for it.

Town Attorney Kirk Gagnier, explained how districts work, and the question in this district is who is going to pay for grinders on new construction. The people who live in district or the individual.

Motion to close public hearing was made by Councilman Fletcher

Seconded by Councilwoman Littlefield
All Town Board Members voted AYE 4/0 Amell, Littlefield, Tomberlin, Fletcher

Supervisor Amell opened regular town board meeting.

Councilwoman Littlefield requested adding Tupper Lake Golf Club to the agenda.

1. Approve Minutes:

Motion to approve minutes as written for meeting dated March 11, 2013 was made by Councilwoman Littlefield.

Seconded by Councilman Fletcher
All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

2. Approve Code Officer's Monthly report:

Monthly Report March 2013

2 Building Permits issued in March

1 Operating permit issued in March

Completed 3 field inspections

March 2013 miles logged 309

Successfully completed 24 hours of mandatory Code Enforcement continuing education in Lake Placid.

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 was made by Councilman Tomberlin

Seconded by Councilman Fletcher
All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

3. Approve Dog Control Officer’s reports:

Town of Tupper Lake
Dog Control Report

For the Month of: February 2013

Date: 3-1-2013

Complaints Received	3
Complaints Answered	3
Dogs Captured	0
Dogs return to owner	0
Dogs turned over to DCO	0

Dogs transported to Humane
 Society 0
 Dogs Adopted 1
 Dogs Euthonized 0
 Dogs treated by Vet 0
 Dangerous Dog Complaints 0

Tickets issued 0

Mileage 34 miles DCO William Moody

Report prepared by William Moody DCO

Town of Tupper Lake
 Dog Control Report

For the Month of: March 2013

Date: 4-1-2013

Complaints Received 5
 Complaints Answered 5
 Dogs Captured 0
 Dogs return to owner 0
 Dogs turned over to DCO 0
 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 10 miles DCO William Moody

Report prepared by William Moody DCO

Town of Tupper Lake
 Dog Control Report

For the Month of: April 1 – April 17, 2013

Date: 4-17-2013

Complaints Received	1
Complaints Answered	1
Dogs Captured	0
Dogs return to owner	0
Dogs turned over to DCO	0
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 5 miles DCO Shaheen Ryan Shaheen

Report prepared by Shaheen R Shaheen DCO

Motion to approve Dog Control Officer's reports for February, March and part of April was made by Councilman Tomberlin

Seconded by Councilwoman Littlefield

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

4. Approve TL Marathon use of designated Town roads;

RESOLUTION #12 – 2013

WHEREAS; the 3rd Annual Tupper Lake Marathon and Half Marathon is slated for May 19, 2013 8:00 a.m. – 2:00 p.m. and;

WHEREAS; at a Regular Town Board Meeting held April 18, 2013 the Town Board passed a resolution granting permission for Marathon to use designated town roads for event.

2013 – April 18, 2013

Motion: Councilwoman Littlefield

Seconded: Councilman Tomberlin

Absent: Councilwoman Lefebvre

Action: Carried 4/0 vote

Laurie J. Fuller – Town Clerk

5. Sean Foran presentation on
Proposed emergency building:

Sean Foran, the Hueber-Breuer consultant hired by the village for its feasibility study on a new fire hall updated town board on the status of the proposed emergency building.

The building is 15,000 square feet, and will house both fire and police departments and be built on Santa Clara Avenue.

Mr. Foran said his firm's grant writer has virtually secured \$1.3 million to help fund the \$4.5 million building. The bond payment would be broken up proportionately so that the cost of the police would be borne solely by village. \$3.2 million is what bond will be and voters will vote on. Only registered voters in the village can vote on referendum, which will be held May 7, 2013. If referendum passes the project could go out to bid by July 1st, and construction starting August 1st, 2013.

6. Approve Agreement with County
Highway Roadside Mowing:

Resolution # 13- 2013

This contract made the 18th day of April 2013 by and between the Town of Tupper Lake hereinafter called the "Town" and Franklin County Highway Department, hereinafter called the "County".

ARTICLE 1 - SCOPE OF WORK

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

ARTICLE 2 - TIME OF COMPLETION

The work to be performed under this contract shall be the first mowing should be completed by July 1, 2013 with the second mowing to be completed by September 15, 2013.

ARTICLE 3 - THE CONTRACT SUM

The County shall pay the Town for performance of the Contract in current funds at the rate of \$100.00 per mile for each mowing with a total of \$200.00 per mile/per season, 2.23 miles equaling

Four hundred forty-six Dollars (\$446.00) upon completion of the work and submission of a properly certified invoice.

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

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

ARTICLE 4 - CONTRACT DOCUMENTS

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

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

COUNTY OF FRANKLIN

 JONATHAN HUTCHINS, SUPERINTENDENT
 FRANKLIN COUNTY HIGHWAY DEPARTMENT

Date: April 18, 2013

Motion: Councilman Fletcher

Seconded: Councilwoman Littlefield

Absent: Councilwoman Lefebvre

Action: Carried 4/0 vote

TOWN OF Tupper Lake

 SUPERVISOR

 HIGHWAY SUPERINTENDENT

7. Approve budget transfers:

	Acct/Budget	Detail	Increase	Decrease	Revenue	Expenditure
General						

	10104	Town Board CE	\$26.39			
	71804	Country Club CE	\$850.12			
	19904	Contingency		\$876.51		
			\$876.51	\$876.51	\$0.00	\$0.00

Motion to approve budget transfers as submitted was made by Councilman Tomberlin

Seconded by Councilwoman Littlefield

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

8. Approve Abstract
Of Audit Vouchers:

Motion to approve Abstract of Audited Vouchers for the period 3/9/2013 thru 4/12/2013 in the amount of \$118,156.50 was made by Councilman Tomberlin

Seconded by Councilwoman Littlefield

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

9. Tupper Lake Golf Club

Councilwoman Littlefield met with some of the Country Club Board Members and they are requesting some repairs that need to be done before they open

1. Plumbing in Kitchen - Estimated labor & material \$1,000
2. Electric service in cart building – \$280.00
3. Two windows replaced in dining hall - \$1100. each/ \$800. Installation

Also are stilling looking to get a long term lease.

Motion to approve expenses listed above for the Tupper Lake Golf Club, not to exceed \$4,000 plus pay \$280 dollar bill was made by Councilwoman Littlefield

Seconded by Councilman Tomberlin

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

10. Mike Gaff

Caretaker for Littlewolf Campground/Beach

List of request for 2013 opening:

Each Board member was given a list of items Mike would like approval on for the 2013 opening of the Littlewolf Campground/Beach

1. Campsites would like to stay open until Sept. 29th
2. 2 pieces of new playground equip.
3. Purchased 4 new timers for showers \$1.00 for 10 min.

4. More sand on Beach (Needed)
5. Purchase 3 new dock floats for little dock (going to recarpet & rebuild)
6. Paint all floors with epoxy paint
7. Upgrade electrical on pavilion
8. Change Site #11 (North) to 50 amp
9. New fence around dump trailer location
10. New boey for swim area & ropes
11. Umbrella's for Life Guard chairs (3)
12. Misc. signs for beach & campsite area
13. Fire brick for new fireplaces
14. Make fire ring for pavilion

11. Executive Session

Motion to go into executive session at 6:40 p. m. to discuss salary of Littlewolf Caretaker and hiring lifeguards was made by Councilwoman Littlefield

Seconded by Councilman Fletcher

All Town Board Members voted Aye 4/0 Amell, Tomberlin, and Littlefield & Fletcher

Motion to enter out of executive session at 7:50 p.m. was made by Councilman Tomberlin

Seconded by Councilman Fletcher

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

12. Increase Littlewolf Caretaker's salary:

Motion to increase Mike Gaff's salary for, Littlewolf Campground/ Beach caretaker to \$700/wk effective immediately was made by Councilwoman Littlefield

Seconded by Councilman Fletcher

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

13. Adjourn:

Motion to adjourn at 7:55 p.m. was made by Councilman Fletcher

Seconded by Councilman Tomberlin

All Town Board Members voted AYE 4/0 Amell, Tomberlin, Littlefield & Fletcher

