Village of Tupper Lake
Board of Trustees
Minutes

Date: Tuesday, May 20, 2014
Location: Board Room
Meeting: Regular 5:00-7:46 PM

At the Regular Meeting of the Board of Trustees held this date, the following were present: Mayor Paul A. Maroun, Trustees Richard Donah, Thomas Snyder, David Maroun and Deputy Village Clerk Kyle Fuller.

Trustee Leon LeBlanc was absent from the Regular Meeting.

Also present were Electric Superintendent John Bouck, Department of Public Works Superintendent Michael Sparks, Police Chief Eric Proulx, Town of Tupper Lake Supervisor Patricia Littlefield, Woodmen of the World Representatives Richard and Larry Reandeau, Tupper Lake Housing Authority Representatives Eric Aycock and Gerald Savage, L'Esperance Manager Carol Barrett, Franklin County Section 8 Representative Eileen Gillen, AEDA Andy Abdallah, Heuber-Breuer Construction Company Representatives Sean Foran and Annette Schilling, residents Deborah Meyer, Ronald LaScala and News Reporters Mary Peryea and Shaun Kittle.

Call Regular Meeting To Order

Mayor Maroun called the Regular Meeting to order and established the agenda at 6:00 pm.

Pledge

Pledge of allegiance to the flag and a moment of silence and prayer for the safe return of missing teen Collin Gillis.

American Flag Donation Woodmen of the World

Mr. Richard Reandeau and Mr. Larry Reandeau from the Tupper Lake Chapter of Woodmen of the World were present to formally donate 30+ American Flags to the Municipal Electric Department for placement on their utility poles throughout the community.

ESB Project Update Mr. Sean Foran

Mr. Sean Foran with Heuber-Breuer Construction Company was present to give the board a brief update on the progress to move the ESB Project forward. He advised that the 4 prime contracts have been drafted and are being reviewed and they are expected to be executed the week of May 27, 2014. He advised that the project now has the necessary grant funding to meet our current budget of $3.7 million, $500,000 in grant funding and $3.2 in public bonds. Site preparation is expected in the coming week once we have the deed to the property and the necessary permitting.

Mayor Paul Maroun advised that we will be using share services with Franklin County and the neighboring municipalities to do the site preparation and there is still time to notify us if a local contractor is interested in the project management position to please contact us.

Section 8 Voucher Utilization by TL Housing Authority

Mr. Eric Aycock the Executive Director for the Tupper Lake Housing Authority was present to address the board concerning Section 8 Housing Choice Voucher Utilization and the necessity of requesting that the vouchering system be more fairly distributed in this end of the county.

TL Tinman Triathlon Assistance Request	Motion by Trustee Maroun, seconded by Trustee Donah to approve offering assistance to the Tupper Lake Tinman Triathlon in setting up and tearing down the transition area on June 23rd and June 30th respectively. (Carried 4-0)
Ann Paris Request Pavilion Use	Motion by Trustee Maroun, seconded by Trustee Snyder to formally authorize Ms. Ann Paris to utilize the Municipal Park Pavilion on Saturday, July 19, 2014 from Noon to 5:00 pm to host a family reunion and to approve an alcohol permit if she is able to provide us with the necessary homeowner's rider for the alcohol use. (Carried 4-0)
APA Unit Management Plan Review Open Comment For Bog River Complex & Cranberry Lake	It was noted that the APA is accepting public comments on the Unit Management Plan Amendments for the Bog River Complex and Cranberry Lake Wild Forest until May 30, 2014.
AATV Membership Meeting June 1&2 In Lake Placid	It was noted that the Adirondack Association of Towns and Villages will be holding their General Membership Meeting June 1 & 2, 2014 at the Crowne Plaza Resort in lake Placid if anyone is interested in attending.
Park Use Concerns With Zombie Walk and APO Event	It was noted that the Adirondack Public Observatory wanted it known that they have a three day Astrophotography Workshop scheduled the same weekend as the proposed Zombie Walk. They wanted to make sure that the Municipal Ballpark Lights were not being used.
Approve Minutes	Motion by Trustee Donah, seconded by Trustee Snyder to approve the Board Minutes from April 21, 24 and 30, 2014 and May 1, 2014. (Carried 5-0)
Code: Town of TL Thank You	Mayor Maroun took a moment to thank the Town of Tupper Lake and their Code Enforcement Officer Mr. Paul O'Leary for their assistance with code enforcement and safety needs in the Village while Peter Edwards has been out.
Peter Edwards' Return Semi Full-time Basis	Mayor Maroun advised that Code Enforcement Officer Peter Edwards has returned to his duties on a semi-full time basis effective May 19, 2014.
Fire: Accept April Report	Motion by Trustee Donah, seconded by Trustee Snyder to approve the April 2014 Monthly Report. (Carried 4-0)
Congressional Candidate Visit	It was noted that candidate for Congress Ms. Elise Stefanik visited the TL Volunteer Fire Department earlier today.
Free Rabies Clinic May 29, 2014	It was noted that there will be a free Franklin County Rabies Clinic held at the TLFD on High Street, Thursday, May 29, 2014 from 5:00-8:00 pm.
Approve PT Relief Fire Driver	Motion by Trustee Donah, seconded by Trustee Maroun to appoint Mr. Randy Mandigo II as a part-time relief fire driver contingent upon a vacancy with Franklin County Personnel Department. (Carried 4-0)

Approve Membership James Bankish & William Vaillancourt	Motion by Trustee Donah, seconded by Trustee Maroun to approve membership to the Volunteer Fire Department for Mr. James Bankish and Mr. William Vaillancourt. (Carried 4-0)
Smoke Training Discussion	There was a brief discussion concerning utilizing the 53 Park Street second and third floors for smoke training for the volunteer fire fighters. A formal request would be forthcoming.
Joint Fire Protection District Since 1951	Trustee Donah took a moment to remind the community that since 1951 the Village has been providing a Joint Fire Protection District to the Town of Tupper Lake and more recently the JFP District has been reinstated and active to secure additional donations for the Emergency Services Building Project.
Upper Saranac Lake Association Boat Donation	It was noted that the Upper Saranac Lake Association has donated a boat to the Tupper Lake Volunteer Fire Department for emergency response to the district.
Police: Accept April Report	Motion by Trustee Donah, seconded by Trustee Snyder to approve the April 2014 Monthly Police Report. (Carried 4-0)
N.C.C. Systems Camera Approval	Motion by Trustee Maroun, seconded by Trustee Snyder to move forward with the proposal received from N.C.C. Systems for camera surveillance of the Municipal Park at a cost of $9,988.26. One half of the cost will be reimbursable under the NYS DOS LWRP Grant. (Carried 4-0)
New Playground Not Officially Open	Police Chief Eric Proulx advised that the new playground is not open for public use yet until the contractor gives us the clearance and to be patient.
Thank You From TLV Rescue Squad	Acknowledge receipt of a thank-you letter from Mr. Buzz Sawyer with the TL Rescue Squad. He personally thanked the Officer Jordan Nason and Sergeant Wesley Hoyt for their assistance with a patient in cardiac arrest.
Bike Rodeo Donations Community Bank & Stewart's Shoppe	Motion by Trustee Snyder, seconded by Trustee Maroun to formally accept donations to the Tupper Lake Bike Rodeo in the amount of $250 from Community Bank, NA and $500 from Stewart's Shoppe. (Carried 4-0)
Range Qualifications Completed	Police Chief Eric Proulx advised that range qualifications have been completed as of last week.
DPW: Street Sweeping Completed	Department of Public Works Superintendent Michael Sparks advised that the street sweeping has been completed for the community.
Storm Drain Failures	Department of Public Works Superintendent Michael Sparks advised that his department is focusing on replacing several areas of failed storm drains along Lafayette Street, Balsam Avenue etc.

Shared Services Agreements

Motion by Trustee Maroun, seconded by Trustee Snyder to formally approve the following Shared Services Agreements with neighboring municipalities as follows:

RESOLUTION # 052014A
AUTHORIZING VILLAGE MAYOR TO SIGN A CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE VILLAGE

AT A MEETING of the Village Board of the Village of Tupper Lake held at 53 Park Street Tupper Lake, New York on the 20th day of May, 2014, upon calling of the roll by the Village Clerk the following members were:
Present:
Mayor Paul Maroun
Trustee Richard Donah
Trustee Tom Snyder
Trustee David Maroun

The following resolution was offered by Trustee David Maroun who moved its adoption, and seconded by Trustee Thomas Snyder, to wit:

RESOLUTION authorizing the Village Mayor to sign a contract on behalf of the Village to permit the Village Department of Public Works 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 Village of Tupper Lake have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

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

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

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

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

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Village 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 Village of Tupper Lake Village Board to give the Village Department of Public Works Superintendent 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 Village 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 Village of Tupper Lake to be a party to such shared services arrangements.

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

"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 Village of Tupper Lake.

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

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

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

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

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

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

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

county superintendents of highways; in the case of a town, the town superintendent of highways;
and in the case of a village, the superintendent of public works.

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

"3. The Village of Tupper Lake by this agreement grants unto the Village Superintendent of Public Works 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 Village of Tupper Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Village of Tupper Lake. The determination as to whether such machinery, with or without operators, is needed by the Village of Tupper Lake shall be made by the Village Superintendent of Public Works. 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 Village of Tupper Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Village Superintendent of Public Works. In the event the said Superintendent determines that it will be in the best interests of the Village of Tupper Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Village of Tupper Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

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

"13. A record of all transactions that have taken place as a result of the Village of Tupper Lake participating in the services afforded by this contract shall be kept by the Village Department of Public Works Superintendent, and a statement thereof, in a manner satisfactory to the Village Board, shall be submitted to the Village 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 Village 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 Village of Tupper Lake and shall expire five years from the date of its signing by the Village of Public Works Supervisor. The Village 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 Village Department of Public Works Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Village Department of Public Works 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 Village Department of Public Works Superintendent."

"IN WITNESS THEREOF, the said Village of Tupper Lake has by order of the Village Board caused these presents to be subscribed by the Village Mayor this 20th day of May, 2014.

ATTEST:

_____
Mary A. Casagrain
Village Clerk/Treasurer

_____
Paul A. Maroun
Village Mayor

The Village 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
Village of Lake Placid	Town of St. Armand
Town of Tupper Lake	Town of Piercefield
Town of Santa Clara	Town of Long Lake
Town of Harrietstown	Town of Newcomb

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:

Mayor Maroun	AYE	Trustee Snyder	AYE
Trustee Donah	AYE	Trustee Maroun	AYE

(Carried 4-0)

MOU NYS DOT Multi-Use Connector Trail Project	Mayor Maroun advised that we received a drafted Memorandum of Understanding with NYS DOT that is being reviewed by our Village Attorney for the 1500' of railroad corridor along our proposed Multi-Use Connector Trail Project.
Woodsmen Announcer Booth Door Damage	It was noted that the doors to the Woodsmen Announcer Booth were damaged last season and will be repaired after the first of the month by Mr. Alan Quesnel.
Waterfront Walkway MOU 99 Year Lease	Trustee Donah asked Supervisor Patricia S. Littlefield if she would be able to look at the Town of Tupper Lake's Memorandum of Understanding and 99 year lease for use of the Municipal Walkway as far as general maintenance of the park. She advised that she would report back on the issue.
Bathroom Building Restoration	The former hay storage building in the park was discussed and what the future uses of the building would be. It was noted that the building is sound but that the roof rafters need to be rebuilt if we want to continue to utilize the building. It was noted that it is our hope to convert the building back to bathrooms to service the playground and ball park this summer and fall.
Electric: Electric Curtailment	There will be no reduction in firm hydro energy sales for the month of June1-30, 2014.
MEUA Meeting Massena	Motion by Trustee Donah, seconded by Trustee Donah to authorize Electric Superintendent John Bouck's attendance at the MEUA Northern Regional Meeting in Massena NY June 5, 2014. (Carried 4-0)
Big Wolf Lake Resident Thank You	It was noted that we received a thank-you letter from Mr. Bruce Coffin Jr. from Big Wolf Lake for the assistance of Electric Supervisor Mr. Michael Poirier for restoring power to his summer camp over the April 27, 2014 weekend.
Water/Wastewater: Ground Water Update	It was noted that there will be a special meeting tomorrow morning at 10:00 am to meet with our Water/Wastewater Engineer Timothy Burley with C2AE to discuss the next steps for continuing to explore a new ground water supply.
Lake/Wawbeek Ave. Utility Bid	It was noted that the Lake Street and Wawbeek Avenue Utility Improvement notice for bidders will be advertised on Wednesday, May 21, 2014 with a pre-bid meeting on Lake Street May 28, 2014 and bid opening on June 11, 2014.
W/WW Budget Transfers	Motion by Trustee Maroun, seconded by Trustee Snyder to formally approve the following budget transfers: transfer from G7120.480 to G8130.400 in the amount of $5,000, transfer from F8340.30 to F8320.400 in the amount of $8,000, transfer from F8340.480 to F8340.460 in the amount of $400.00, and transfer from F8340.100 to F8310.100 in the amount of $3,000.00. (Carried 4-0)
Treasurer: Approve Warrant	Motion by Trustee Donah, seconded by Trustee Snyder to approve the May 20, 2014 warrant in the amount of $195,820.39 for payment of the bills and abstracts for the month April 2014. (Carried 4-0)
Review Cash Position	Review the monthly cash position for April 30, 2014.

Guido's Pizzeria 30-day Waiver	Motion by Trustee Snyder, seconded by Trustee Maroun to formally approve a waiver of a 30-day notice requirement for Guido's, Inc. dba Guido's Pizzeria for a wine and beer license. (Carried 4-0)
Penn Power Systems Generator PM	Motion by Trustee Donah, seconded by Trustee Snyder to authorize Mayor Maroun to renew our Emergency Generator Planned Maintenance Agreement for 2014-15 for our generators at the Police, Fire, K of C and Municipal Electric Garage with Penn Power Systems. (Carried 4-0)
Open Comment Period: Patricia S. Littlefield Town Supervisor	Town Supervisor Patricia S. Littlefield voiced her concerns over the number of phone calls she has received concerning what the tax implications are going to be to both Village and Town residents if we are to move the ESB Project forward. She added that she thinks it would be in everyone's best interest to publish what the rates are and be very specific.
Trustee Donah Responds	Trustee Donah advised that for the last 2 ½ years the tax implications to Village and Town residents have been discussed openly and repeatedly. Both at our monthly meetings and at the 4 public community meetings that have been held it has been very clear what the best guess maximum tax implications would be.
Raquette River Water Levels	Town Supervisor Patricia S. Littlefield also advised that the dams have been open since the middle of March.
Enter Executive Session	Motion by Trustee Donah, seconded by Trustee Snyder to enter Executive Session at 7:35 pm to proposed, pending or current litigation and to also discuss the employment history of potential candidates for the DPW laborer vacancy recently advertised. (Carried 4-0)
Exit Executive Session	Motion by Trustee Snyder, seconded by Trustee Maroun to Exit Executive Session at 8:15 pm. (Carried 4-0)
Adjournment	Motion by Trustee Maroun, seconded by Trustee Donah to adjourn at 8:20 PM. (Carried 4-0)

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Mary A. Casagrain, Village Clerk/Treasurer