

TOWN BOARD MEETING AGENDA

Date: March 10, 2016

Time: 6:00 P.M.

Location: Town Hall – Lower Level

Meeting: Regular

1. Pledge of Allegiance
2. Call Meeting to Order
3. Establish the Agenda
4. Personal Appearance
 - 4.1 Michelle Clement ROOST Update?
5. Approve Minutes for Meeting dated January 7th 2016
6. Approve Abstract of Audited Vouchers in the amount of \$68,274.77
7. Approve Town Departments Monthly Reports
8. Committee Reports
10. Old Business
 - 10.1) Update on Fire Committee Contract Negotiations with Village
 - 10.2) Set Public Hearing Date & Time for Fire Protection Contract
11. New Business
 - 11.1) Accept 2015 Annual Financial Report
 - 11.2) Accept Town Clerk's Annual Report for 2015
 - 11.3) Pass Resolution to support the addition implementation of Option #7 to the 1996 Unit Management Plan (UMP)
 - 11.4) Approve Agreement with AES Northeast Landfill Post Closure Monitoring
 - 11.5) Discuss getting quotes to refinish hardwood floor in courtroom
 - 11.6) Approve Highway Superintendent to attend Highway School in Ithaca
 - 11.7) Consider adopting updated rules for 2016 season Littlewolf rules
 - 11.8) Consider changing appointed terms of Planning Board Members
12. Public Comment
13. Executive Session (if needed)
14. Adjournment

TOWN OF TUPPER LAKE
ABSTRACT OF AUDITED VOUCHERS

MARCH 10TH, 2016
TOWN BOARD MEETING

SUPERVISOR'S ORIGINAL COPY

I HEREBY CERTIFY THAT THE VOUCHERS LISTED ON THIS ABSTRACT FOR THIS PERIOD CONSISTING OF THESE ATTACHED PAGES WERE AUDITED AND ALLOWED IN THE AMOUNTS SHOWN. AUTHORIZATION IS HEREBY GIVEN AND DIRECTION IS MADE TO PAY EACH OF THE CLAIMANTS THE AMOUNT OPPOSITE HIS NAME.

ABSTRACT #3

VOUCHERS # 2016-0107 – 0176

SUPERVISOR, Patricia Littlefield DATE

DEPUTY SUPERVISOR, John Quinn DATE

COUNCILMAN, Michael Dechene DATE

COUNCILWOMAN, Mary Fontana DATE

COUNCILMAN, Tracy Luton DATE

DATED: 3/10/2016

SIGNED— _____, TOWN CLERK

Town of Tupper Lake
Abstract #3 - March 10, 2016

Fund		Prepaid/Debit	Unpaid	Total
General	200.01	\$ 30,228.89	\$ 23,045.48	\$ 53,274.37
Highway	200.03	\$ -	\$ 10,741.41	\$ 10,741.41
Highway Outside	200.04	\$ -	\$ -	\$ -
Fire District	200.06	\$ -	\$ -	\$ -
Sewer #5	200.10	\$ 66.60	\$ 125.34	\$ 191.94
Sewer #8-1	200.12	\$ -	\$ 5.64	\$ 5.64
Sewer #8-2	200.13	\$ 33.30	\$ 22.39	\$ 55.69
Sewer #17	200.15	\$ 1,245.48	\$ 171.65	\$ 1,417.13
Sewer #17-1	200.16	\$ -	\$ 80.95	\$ 80.95
Sewer #17-2	200.17	\$ -	\$ 104.45	\$ 104.45
Sewer #23	200.19	\$ -	\$ 1,739.47	\$ 1,739.47
Water #3	200.21	\$ 33.30	\$ 108.05	\$ 141.35
Moody Lighting	200.31	\$ -	\$ 493.72	\$ 493.72
Water #15	200.36	\$ -	\$ 28.65	\$ 28.65
Total For Abstract		\$ 31,607.57	\$ 36,667.20	\$ 68,274.77

Prepaid/Debit Vouchers

Supplier	Amount	Fund
Cornerstone	\$ 613.92	
	\$ 447.42	01
	\$ 66.60	10
	\$ 33.30	13
	\$ 33.30	15
	\$ 33.30	21
John Deere Financial	\$ 441.62	01
NYS Comptroller - Justice Fund	\$ 7,112.00	01
Pitney Bowes	\$ 400.00	01
Pitney Bowes	\$ 37.98	01
ROOST	\$ 40.00	01
Roosevelt & Cross	\$ 20,000.00	01
Roosevelt & Cross	\$ 930.00	01
Time Warner Cable - Little Wolf Beach	\$ 15.23	01
Time Warner Cable	\$ 84.99	01
Time Warner Cable - Garage	\$ 74.95	01
USDA	\$ 1,212.18	15
Verizonwireless	\$ 144.70	01
Wayne Lapiere	\$ 500.00	01
Total	\$ 31,607.57	

Town of Tupper Lake Code Enforcement

Monthly Report February 2016

12 Building Permits issued in February

0 Demolition Permit

0 Complaints filed

Completed 5 field inspections

February 2016 miles logged 117

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary
Code Enforcement Officer
Town of Tupper Lake

Town of Tupper Lake Fire Protection 2016-2020

Tax Year	Fire Department Operating Expense Budget	Fire Department Capital Expense Budget Less Santa Clara Fire Contract	Total Fire Department Budget (Operating & Capital)	Fire Protection Rate Per \$1,000 Of Assessed Value Town Wide	Total Town of Tupper Lake Fire District Charge
2016	\$108,939.84	\$83,636.00	\$192,575.84	\$0.419357	135,000.00
2017	\$149,669.07	\$85,701.40	\$235,370.47	\$0.512548	165,000.00
2018	\$181,266.32	\$82,633.90	\$263,900.22	\$0.574675	185,000.00
2019	\$186,457.56	\$84,575.10	\$271,032.66	\$0.590206	190,000.00
2020	\$188,320.56	\$82,712.10	\$271,032.66	\$0.590206	190,000.00

Total Town Wide Assessment as of 5/1/2015

\$459,216,780.00
\$1,000.00
\$321,921,306.00
\$137,295,474.00

Outside Village Assessment
Inside Village Assessment

Capital Construction Breakdown

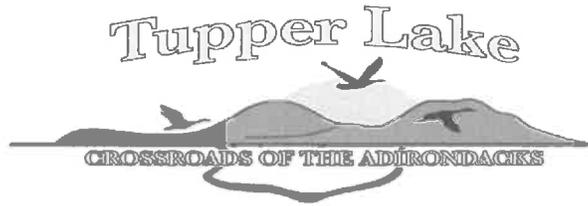
Tax Year	Total Capital Expense 3.375% int Rate	Total Town of Santa Clara Fire District Charge	Total Fire Department Capital Expense Budget Less Santa Clara Fire Contract	Capital Rate per \$1000 of Assessed Value Town Wide	Capital Expense Town of Tupper Lake Fire District Contract
2016	\$127,926.00	\$44,290.00	\$83,636.00	.182127	\$58,630.72
2017	\$129,991.40	\$44,290.00	\$85,701.40	.186625	\$60,078.61
2018	\$128,252.60	\$45,618.70	\$82,633.90	.179945	\$57,928.23
2019	\$130,193.80	\$45,618.70	\$84,575.10	.184172	\$59,289.05
2020	\$128,330.80	\$45,618.70	\$82,712.10	.180116	\$57,983.05

*Town of Santa Clara's
Fire Contract is
Unknown for 2020
Assumed same as 2019

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

TOWN BOARD MEMBERS

JOHN QUINN
MICHAEL DECHENE
TRACY LUTON
MARY FONTANA



TOWN OF TUPPER LAKE
120 DEMARS BLVD., TUPPER LAKE, NY 12986

LAURIE J FULLER
TOWN CLERK
(518) 359-9261
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WILLIAM DECHENE
HIGHWAY SUPERINTENDENT
(518)359-9241

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

RESOLUTION #18-2016

OF

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

Accepting 2015 Annual Financial Report

WHEREAS; Samantha Davies, Bookkeeper to the Supervisor, prepared the Annual Financial Report for Fiscal Year ending 12-31-2015 for Town Board Members; and

WHEREAS; the 2015 Annual Financial Report was presented to the Town Clerk and Legal Notice published in the Tupper Lake Free Press on March 9, 2016.

NOW THEREFORE BE IT RESOLVED; at a regular town board meeting held March 10, 2016, Town Board Members for the Town of Tupper Lake hereby accept the Annual Financial Report for Fiscal Year Ending 12-31-2015 as proposed.

Date: March 10, 2016

Motion:

Seconded:

Action:

Laurie J Fuller – Town Clerk RMC

TOWN CLERK'S ANNUAL REPORT – 2015 FISCAL YEAR

CASH RECEIPTS:

Sporting License	\$633.84
Marriage License	\$225.00
Marriage Transcript	\$360.00
Certified Copies	\$3,693.00
Littlewolf Beach/Campground	\$71,994.25
G.O.C. & Bingo License	\$437.50
Bingo 3% fee	\$83.85
Dog License	\$733.00
Dog Fines	\$50.00
Building Permits	\$22,006.00
Misc.	\$94.75
X – Skiing	\$495.00
X – Ski Trail Fund	\$1,065.00
Garden	\$225.00
Softball & Baseball	\$1,750.00
Softball & Baseball Sponsor	\$1,000.00
Dance Class	\$5,030.00
Soccer Sponsor	\$1,100.00
Soccer	\$1,265.00
Joint Planning	\$1,825.00
Swim Lessons	\$1,240.00
Day Camp	\$14,620.00
Volleyball	\$280.00

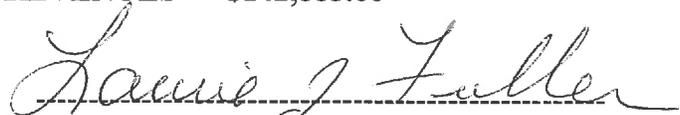
TOTAL 2015 LOCAL SHARES REMITTED \$130,206.19

CASH DISBURSEMENTS

NYS Department of Health	\$675.00
NYS Department of Agriculture & Markets	\$185.00
NYS Comptroller (Bingo)	\$551.25
NYS Comptroller (Games of Chance)	\$105.00
NYS Decals	\$11,163.16

TOTAL 2015 NON-LOCAL REVENUES \$12,679.41

TOTAL STATE, COUNTY & LOCAL REVENUES \$142,885.60


Laurie J. Fuller – Town Clerk RMC

To Whom It May Concern:

This is an open letter to the Franklin County Legislator and State agencies involved with the Remsen – Lake Placid Travel Corridor. First we would like to say we disagree with the Franklin County Legislature on their position to advocate for extended rail service on this mostly unused travel corridor.

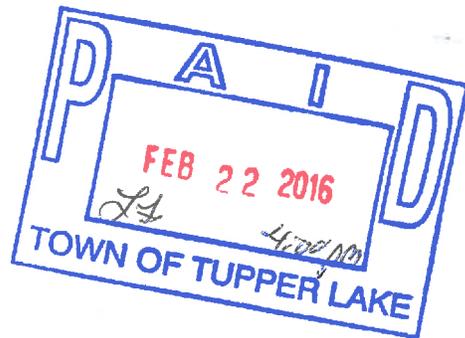
We have had enough of this flip flopping on this issue while our financial prosperity and future existence are hanging on by a thread!! The lack of tourists patronizing our local businesses year round and especially during the winter months when we really need people to travel here and spend money is hurting us severely. We don't think asking for anything more than what the State is offering to accommodate both sides of this issue is a smart idea either! Obviously if you would have read the old and or the new UPM for this corridor you would have known a rail with side by side trail cannot be accomplished on this environmentally sensitive narrow corridor.

We are all taxpayers and we want accurate representation on this issue at all levels of government.

Please see our attached signed business list in favor of option NO. 7 for this travel corridor.

We urge all business owners in the Tri-Lakes that will be affected by this decision to please write a letter to your local / county governments as well as your local papers to please stand behind the states option NO. 7 for this travel corridor.

Sincerely,
Tupper Lake Businesses

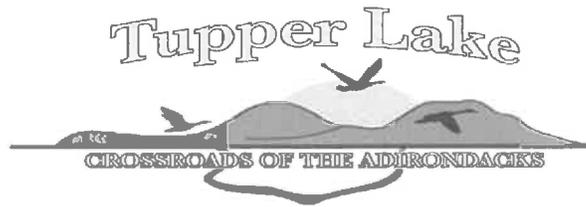




PATRICIA S LITTLEFIELD
SUPERVISOR
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RESOLUTION #19- 2016

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

Resolution to Support the addition and implementation of Option #7 to the 1996 Unit Management Plan (UMP) for the Remsen-Lake Placid Travel Corridor.

The Town of Tupper Lake Town Board hereby endorses the addition of Option #7, as currently proposed by NYS Department of Transportation and NYS Department of Environmental Conservation and deemed compliant to the Adirondack State Master Plan by the Adirondack Park Agency, to the current (1996) Unit Management Plan for the Remsen-Lake Placid Corridor, Option #7, as proposed, will entail railroad reconstruction from Big Moose to Tupper Lake and removal of the rails and ties to facilitate the construction of a multi-purpose Recreation Trail from Tupper Lake through Saranac Lake and onto Lake Placid.

WHEREAS the proposed expansion of the railroad to Tupper Lake and the addition of the recreation Trail from Tupper Lake to Lake Placid is in the best interest to the Tupper Lake Community as whole economically and will add additional venues and activities to our area and beyond.

WHEREAS the Tupper Lake business community has put forth a petition of more than 90% of the businesses currently operating in Tupper Lake requesting the Town support Option #7 to the UMP.

We the Town Board also request that the implementation of Option #7, as proposed, commence as soon as possible to that Tupper Lake can develop plans, promotions and funding that will help enhance this new and important addition to our community.

Date: March 10, 2016

Motion:

Seconded:

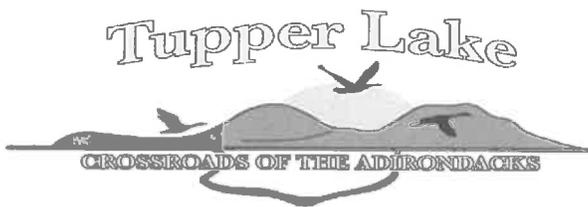
Action:

Laurie J Fuller – Town Clerk RMC

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RESOLUTION #20 – 2016

OF

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

Authorization of signing agreement with AES Northeast to monitor wells at landfill.

WHEREAS; the AES Northeast Engineering Short Form Agreement to conduct the 2016 year monitoring program for the landfill and,

WHEREAS; the total compensation for services and reimbursable expenses shall not exceed \$5,000.00

THEREFORE BE IT RESOLVED; at a regular Town Board meeting held March 10, 2016 board members agreed to sign Short Form Agreement With AES Northeast to monitor wells at the Tupper Lake Landfill.

Date:

Motion:

Seconded:

Action:

Laurie J Fuller – Town Clerk RMC

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 1, 2016 ("Effective Date") between
Town of Tupper Lake ("Owner")

and

Architecture, Engineering, and Land Surveying Northeast, PLLC (AES Northeast, PLLC) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

(T) Landfill Annual Sampling & Reporting
AES Project No. 3452 ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- Provide (1) site visit (i.e. annual monitoring) and Report of Findings for the post-closure monitoring of the Town of Tupper Lake Landfill.
- Provide testing equipment, analysis of samples (baseline parameters) and laboratory reports.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Prior to December 31, 2016.
- C. ~~If the Project includes construction related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable on receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- ~~D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.~~
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site. ~~or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.~~
- ~~F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C 700, 2007 Edition) unless the parties agree otherwise.~~
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, less costs of sub-consultants and reimbursable expenses.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability

for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for services and reimbursable expenses shall not exceed **\$5,000.00** without prior written authorization of the Owner.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Tupper Lake

ENGINEER: AES Northeast, PLLC.

By: _____

By: Wayne P. Ryan

Patricia S. Littlefield

Wayne P. Ryan, P.E.

Title: Town Supervisor

Title: Senior Member

Date Signed: _____

Date Signed: 3/1/2016

Engineer License or Firm's Certificate

Number: 063220

State: New York

Address for giving notices:

Address for giving notices:

120 Demars Boulevard

10-12 City Hall Place

Tupper Lake, NY 12986

Plattsburgh, NY 12901

(518) 359-3981 Office

(518)561-1598 Office

(518) 359-8193 Fax

(518)561-1990 Fax



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **March 1, 2016**

(Subject to change after December 31, 2016)

Hourly Fee Schedule

Principal – Professional Engineer	\$129
Principal – Registered Architect	\$129
Principal - Land Surveyor	\$129
Professional Engineer (CE, ME, EE)	\$85
Construction Manager	\$104
Land Surveyor – Office/Travel	\$75
Land Surveyor – Field	\$80
Surveying Technician – Office/Travel	\$63
Surveying Technician – Field	\$68
PWR** Survey Party Chief	\$175
PWR** Survey Instrument Person	\$166
CADD Technician	\$47
Engineering Technician	\$62
E.I.T. (Engineer In Training)	\$65
Architectural Designer	\$62
Resident Project Representative	\$54 - \$68
Project Manager	\$65
Technical Assistant	\$45
Information Technologist	\$76

- ** NYS Dept. of Labor requires the payment of "Prevailing Wage Rates" (union scale) to Survey personnel on Public Works Projects

Reimbursables 2016

Copies – black & white single sided 8.5" x 11"	\$0.20 per sheet
Copies – black & white double sided 8.5"x11"	\$0.26 per sheet
Copies – black & white single sided 11"x17"	\$0.26 per sheet
Copies – color 8.5"x11"	\$2.00 per sheet
Copies – color 11"x17"	\$5.00 per sheet
Large Document – black & white 24"x36"	\$1.50 per sheet
Large Document – black & white over 24"x36"	\$2.50 per sheet
Large Document – color 24"x36"	\$20.00 per sheet
Large Document – color over 24"x36"	\$26.00 per sheet
Large Document – mylar	\$25.00 per sheet
Scanning construction drawings – 1 to 10 sheets	\$15.00 per sheet
Scanning construction drawings – 11 to 20 sheets	\$7.50 per sheet
Scanning construction drawings – over 20 sheets	\$2.00 per sheet
Place construction drawings on Compact Disks (CD's)	\$25.00 per CD
Binders	Cost plus 10%
Postage	Cost plus 10%
Subconsultants	Cost plus 10%
Mileage	Standard Reimbursable Rate set by the IRS (subject to periodic changes issued by the IRS)

LITTLE WOLF BEACH AND CAMPGROUND RULES AND REGULATIONS

PLEASE READ CAREFULLY

Revised ?, 2016

*Welcome to the Town of Tupper Lake's Little Wolf Beach and Campground!
We are happy you have chosen to spend time with us.*

There are a few rules in order to make everyone's experience fun, safe, and enjoyable. Thank you in advance for your cooperation.

PAYMENT: Full payment for entire stay is due at check-in. For seasonal renters payment is due in full by May 1. No exceptions. If not paid, you forfeit the site. Fees are not refundable without good cause and approval from the town board.

ARRIVAL/DEPARTURE: Check in time is 2 p.m. or later. Check out time is 12 p.m. (noon).

BEHAVIOR: All beach users, campers and other visitors are required to conduct themselves in a respectable manner. Vulgar language will not be tolerated. Quiet hours are to be observed from 10:00 p.m. to 8:00 a.m. All children under 18-years of age must be at their site after 9:30 p.m. or accompanied by a parent. No children under the age of 18 may be left at the campground without a responsible adult supervising them. Children 5 years and under must be supervised at all times in playground area.

VEHICLES: No more than 2 vehicles at a site at any given time. Parking is available by beach area.

SPEED LIMIT: Do not drive more than 5 miles per hour anywhere on the property. Speeding will not be tolerated.

ALL-TERRAIN VEHICLES: No all-terrain vehicles or dirt bikes allowed on the property.

BEACH: No one is allowed in the water unless the lifeguards are on duty and only within the roped beach area.

WILDLIFE: Please remember there are bears and other wild animals in the area. Do not leave items out that they will find desirable. Please bag all garbage and place it in the dump trailer located near the entrance. Do not feed ducks, geese, seagulls or other wildlife.

PETS: You must provide proof that your pet is current on all required shots prior to check-in. All pets must be attended, leashed and cleaned up after in all areas of the campground. Excessive dog barking is not allowed. Pets are not allowed on the beach.

CAMPFIRES: Must be attended at all times. A maximum of one face cord of firewood may be stored on any site. During burn bans, no fires of any type are permitted. Please do not place ashes in the dump trailer. If you need ashes removed please inform the caretaker. Firewood transported more than 50-miles from campground is not permitted.

SMOKING: Prohibited around concession stand and on the beach.

LITTERING: Prohibited in every area of the beach and campground.

GARBAGE AND TRASH: The dump trailer is only for use by campers for garbage and trash generated while at the campsite. No household garbage or other trash allowed.

SEWAGE: There is a dump station near the front entrance. There is a \$10 use charge for all persons not paying to stay at the campground.

CABLE TELEVISION: Cable TV is available at each site. You must make your own arrangements with the Time Warner Cable to obtain this service.

OBTAINING OR RETAINING A SEASONAL CAMP SITE:

1. Failure to pay the designated fees for a site (e.g., September 1 prior to the next season a \$100 deposit is due and May 1 of the current season the remainder of the balance is due) will result in forfeiture of the use of the site.
2. The town maintains the exclusive right to assign sites as it sees fit. While every effort will be made to continue to assign a desired site to a seasonal camper from one year to the next, there is no guarantee that this will happen.
3. Seasonal campers are renters of a site that is assigned to them by the town for a particular season. No camper will be allowed to transfer the use of their assigned site to anyone else. Subleasing or renting of any site by a camper is not allowed.
4. The town will maintain a waiting list for sites at times when demand for sites exceeds their availability for rental. Rental of sites will be offered to the person at the top of the waiting list. Should the person at the top of the waiting list decline to rent a particular site being offered, it will then be offered to the next person on the list. Any person declining a particular site will, however, maintain their current position on the waiting list.
5. Should a seasonal camper no longer wish or be able to utilize their assigned site, then that site will be offered to the person at the top of the waiting list. Any seasonal camper wishing to relocate from their current assigned site to a different site will, upon written request, be placed on a waiting list for that site which, when that site is becomes vacant, will be offered to the person at the top of the list.

As the summer goes on, we will be working on renovations and repairs as well as normal daily maintenance. Suggestions are always welcome, but please understand that we do operate under a budget.

The snack bar will be operating beginning Memorial weekend with more added as time goes on. We offer items such as firewood and ice. We appreciate your business.

The Town of Tupper Lake reserves the right to take any action at equity and/or law that it deems appropriate to enforce the Little Wolf Beach Campground Rules and Regulations.

All campers and visitors will comply with all federal, state and local laws and regulations and any lawful instruction from the caretaker.

I have read, understand and agree to abide by the Little Wolf Beach and Campground Rules and Regulations.

Signature

Date

DRAFT

