



## TOWN BOARD MEETING AGENDA

**Date:** December 30, 2014  
**Time:** 6:00 P.M.  
**Location:** Town Hall – Lower Level  
**Meeting:** Public Hearing (Fire Protection Agreement) & Special

1. Pledge of Allegiance
2. Call Public Hearing for Fire Protection Agreement to Order
3. Public Comment on Hearing (5 min.)
4. Close Public Hearing and open into Special Meeting
5. Establish the Agenda
6. Approve minutes for meetings dated November 18<sup>th</sup> & December 11<sup>th</sup> 2014
7. Approve Abstract of Audited Vouchers in the amount of \$271,622.19
8. Old Business
9. New Business
  - 9.1) Approve Fire Protection Agreement
  - 9.2) Approve Town of Harrieststown Airport Agreement
  - 9.3) Discuss going to bid for fuel
10. Public Comment ( 3 min.)
11. Executive Session (if needed)
12. Adjournment

To be published in the Free Press on December 17, 2014

**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 Nine Thousand Six Hundred Forty One and 00/100 Dollars (\$129,641.00) for the 2015 term.

A public hearing on this subject will be held by the Town Board on December 30, 2014 at 6:00 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**  
Laurie J Fuller, Town Clerk

**FIRE PROTECTION AGREEMENT**

*TOWN OF TUPPER LAKE FIRE PROTECTION DISTRICT*

(January 1, 2015 – December 31, 2015)

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014 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 \_\_\_\_\_ 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-NINE THOUSAND SIX HUNDRED FORTY-ONE AND 22/100 DOLLARS (\$129,641.22), which sum is equal to allocating and 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 1<sup>st</sup> day of February, 2015.
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 proposed annual budget and developing and advising the Village and Town(s) 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 instead 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, 2014.

8. This term of this agreement shall be from the 1<sup>st</sup> day of January, 2015 through the 31<sup>st</sup> day of December, 2015, 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, 2015, except that if, as of December 31, 2015 the Village and Town have not been able to agree to the terms of a new fire 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 agreement is not agreed upon and the fire services are terminated, the Town shall pay the pro-rated 2016 year fee based on the length of time fire services were provided. If a new fire agreement has been agreed for 2016, 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 A. Maroun  
ITS: Mayor

**VILLAGE OF TUPPER LAKE  
FIRE DEPARTMENT**

\_\_\_\_\_  
BY: Carl Steffen  
ITS: Fire Chief

Attest:

**TOWN OF TUPPER LAKE**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
BY: Patricia S. Littlefield  
ITS: Supervisor

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# TOWN OF TUPPER LAKE ABSTRACT OF AUDITED VOUCHERS

DECEMBER 30, 2014  
TOWN BOARD MEETING

## TOWN CLERK'S ORIGINAL COPY & 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 #13

**VOUCHERS # 2014-0818 - 0868**

\_\_\_\_\_  
SUPERVISOR, Patricia Littlefield      DATE

\_\_\_\_\_

\_\_\_\_\_  
DEPUTY SUPERVISOR, John Quinn      DATE

\_\_\_\_\_

\_\_\_\_\_  
COUNCILMAN, Michael Dechene      DATE

\_\_\_\_\_

\_\_\_\_\_  
COUNCILWOMAN, Kathleen Lefebvre      DATE

\_\_\_\_\_

\_\_\_\_\_  
COUNCILMAN, Richard Skiff      DATE

\_\_\_\_\_

DATED:            12/30/2014

SIGNED - \_\_\_\_\_, TOWN CLERK

**Town of Tupper Lake**  
**Abstract #13 - December 30, 2014**

<b>Fund</b>		<b>Prepaid/Debit</b>		<b>Unpaid</b>	<b>Total</b>
General	200.01	\$ 34,274.56	\$	37,656.54	\$ 71,931.10
General (B)	200.02	\$ -	\$	750.00	\$ 750.00
Highway	200.03	\$ 140,000.00	\$	8,354.44	\$ 148,354.44
Highway Outside	200.04	\$ -			\$ -
Fire District	200.06	\$ -			\$ -
Sewer #5	200.10	\$ 26,533.11	\$	5,049.49	\$ 31,582.60
Sewer #8-1	200.12	\$ -	\$	6.84	\$ 6.84
Sewer #8-2	200.13	\$ 1,069.80	\$	6.84	\$ 1,076.64
Sewer #16	200.14	\$ 3,400.63			
Sewer #17	200.15	\$ -	\$	6.84	\$ 6.84
Sewer #17-1	200.16	\$ -	\$	6.84	\$ 6.84
Sewer #17-2	200.17	\$ -	\$	6.85	\$ 6.85
Sewer #23	200.19	\$ -	\$	1,087.78	\$ 1,087.78
Water #3	200.21	\$ -	\$	197.77	
Water #5	200.23	\$ 2,206.31			
Water #7	200.24	\$ 7,242.21			\$ 7,242.21
Water #8-2	200.26	\$ -			\$ -
Water #16	200.29	\$ 3,765.34			
Moody Lighting	200.31	\$ -			
Water #15	200.36	\$ -			\$ -
					\$ -
<b>Total For Abstract</b>		<b>\$ 218,491.96</b>	<b>\$</b>	<b>53,130.23</b>	<b>\$ 271,622.19</b>

## Prepaid/Debit Vouchers

Supplier	Amount	Fund
Community Bank, NA	\$ 42,743.39	
	25,059.10	01
	1,069.80	13
	3,400.63	14
	2,206.31	23
	7,242.21	24
	3,765.34	29
Deere Credit Inc.	\$ 425.37	01
NYS Comptroller - Justice Court	\$ 6,670.00	01
Pitney Bowes	200	01
Roosevelt & Cross	26533.11	10
Time Warner Cable	\$ 84.99	01
Time Warner Cable - Garage	\$ 74.95	01
United States Postal Service	\$ 1,491.65	01
Verizonwireless	\$ 98.80	01
Verizonwireless	\$ 169.70	01
YACANO's Gradall Sales	\$ 140,000.00	03
<b>Total</b>	<b>\$ 218,491.96</b>	

9.2



# TOWN OF HARRIETSTOWN

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

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

SUPERVISOR  
MICHAEL P. KILROY

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

TOWN CLERK AND RECEIVER OF TAXES  
PATRICIA A. GILLMETT

SUPERINTENDENT OF HIGHWAYS  
CRAIG DONALDSON

CODE ENFORCEMENT OFFICER  
EDWIN K. RANDIG

SOLE ASSESSOR  
DOUG TICHENOR

AIRPORT MANAGER  
COREY HURWITCH

December 23, 2014

To: Contributing Municipalities

RE: Airport Contribution for 2015

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

Enclosed you will find voucher to request payment for 2015. Two contracts for signature, one to be returned when both signatures are completed.

Thank you for your generous support.

Very truly yours,

Patricia A. Gillmett, Town clerk  
Town of Harrietstown  
PAG/s  
Enc:

Purchase Order No. \_\_\_\_\_

**VOUCHER**

**DO NOT WRITE IN THIS BOX**

DEPARTMENT \_\_\_\_\_

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

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

TERMS \_\_\_\_\_

Vendor's Ref.No. \_\_\_\_\_

DATES	Quantity	Description of Materials or Services	Unit Price	Amount
12/23/2014		ANNUAL CONTRIBUTION TO ADIRONDACK AIRPORT		
(See Instructions on Reverse Side)				
			TOTAL	

**CLAIMANT'S CERTIFICATION**

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

12/22/14

*Michael Kilroy*

TOWN CLERK

DATE

SIGNATURE

TITLE

(Space Below for Municipal Use)

**DEPARTMENT APPROVAL**

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

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DATE

AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**

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

DATE

AUDITING BOARD

## Contract for Services

This agreement made this the 1st day of January, 2015 by and between the TOWN OF HARRIETSTOWN and the TOWN OF TUPPER LAKE.

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

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

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

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

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

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

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

2. (A) Upon signing of this agreement, the TOWN OF TUPPER LAKE shall pay to the Town of Harrietstown the sum of ~~\$7,000.00~~ <sup>\$2,000.00</sup> consideration for the provision by the Town of Harrietstown of airport services. This amount shall be paid to the Town of Harrietstown for 2015.

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

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

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

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

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

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

TOWN OF HARRIETSTOWN BY: \_\_\_\_\_ Date: \_\_\_\_\_

TOWN OF TUPPER LAKE BY: \_\_\_\_\_ Date: \_\_\_\_\_