

TOWN BOARD MEETING AGENDA

Date: October 8, 2015
Time: 7:00 P.M.
Location: Town Hall-Lower Level
Meeting: Regular

1. Pledge of Allegiance
2. Call Regular Town Board Meeting to Order
3. Establish the Agenda
4. Approve minutes for meeting dated August 11th 2015
5. Approve Abstract of Audited Vouchers in the amount of \$86,804.72
6. Approve Budget Transfers in the amount of \$5,550.00
7. Approve Town Departments Monthly Reports
8. Committee Reports
9. Old Business
 - 9.1) Discuss Lease Proposal for Setting Pole Dam from ECOsponsible
10. New Business
 - 10.1) Introduce Local Law #1 2015 to override the Tax Cap
 - 10.2) Set Public Hearing Date for Local Law # 1 2015
 - 10.3) Set Special Meeting to adopt Local Law
 - 10.4) Set Public Hearing Date for Budget
 - 10.5) Discuss changing Regular Meeting in November to November 5th 2015
 - 10.6) Set Special Meeting to adopt 2016 Budget
 - 10.7) Review and Consider a Lease Agreement with Verizon
 - 10.8) Consider Joint Planning Board Appointment to replace Jim Ellis
 - 10.9) Pass resolution agreement with Adirondack Park Local Government Review Board
 - 10.10) Permission to hold Erin Farkas Dewyea Turkey Trot Thanksgiving Day
 - 10.11) Approve resolution agreement with North Country Life Flight
11. Public Comment
12. Executive Session (if Needed)
13. Adjourn

TOWN OF TUPPER LAKE
ABSTRACT OF AUDITED VOUCHERS

OCTOBER 8, 2015
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 #10

VOUCHERS # 2015-0651-0708

SUPERVISOR, Patricia Littlefield DATE

DEPUTY SUPERVISOR, John Quinn DATE

COUNCILMAN, Michael Dechene DATE

COUNCILWOMAN, Kathleen Lefebvre DATE

COUNCILMAN, Richard Skiff DATE

DATED: 10/8/2015

SIGNED - _____, TOWN CLERK

Town of Tupper Lake
Abstract #10 - October 8, 2015

<u>Fund</u>		<u>Prepaid/Debit</u>	<u>Unpaid</u>	<u>Total</u>
General	200.01	\$ 14,114.75	\$ 15,555.65	\$ 29,670.40
General (B)	200.02	\$ -	\$ -	\$ -
Highway	200.03	\$ 20.70	\$ 2,372.83	\$ 2,393.53
Highway Outside	200.04	\$ 20.70	\$ 40,989.81	\$ 41,010.51
Fire District	200.06	\$ -	\$ -	\$ -
Sewer #5	200.10	\$ 66.60	\$ 2,838.85	\$ 2,905.45
Sewer #8-1	200.12	\$ -	\$ 25.89	\$ 25.89
Sewer #8-2	200.13	\$ 33.30	\$ 32.93	\$ 66.23
Sewer #17	200.15	\$ 3,801.73	\$ 25.89	\$ 3,827.62
Sewer #17-1	200.16	\$ -	\$ 34.10	\$ 34.10
Sewer #17-2	200.17	\$ -	\$ 45.82	\$ 45.82
Sewer #23	200.19		\$ 5,897.63	\$ 5,897.63
Water #3	200.21	\$ 33.30	\$ 370.97	\$ 404.27
Water #8-2	200.26		\$ -	\$ -
Moody Lighting	200.31		\$ 519.20	
Water #15	200.36		\$ 4.07	\$ 4.07
				\$ -
Total For Abstract		\$ 18,091.08	\$ 68,713.64	\$ 86,804.72

Prepaid/Debit Vouchers

Supplier	Amount	Fund
Adirondack Daily Enterprise	\$ 30.00	01
Amazon	\$ 197.60	01
CAN Surety	\$ 111.00	01
Cornerstone	\$ 618.54	
	\$ 452.04	01
	\$ 66.60	10
	\$ 33.30	13
	\$ 33.30	15
	\$ 33.30	21
Guardian Life Insurance	\$ 319.20	
	\$ 277.80	01
	\$ 20.70	03
	\$ 20.70	04
John Deere Financial	\$ 441.62	01
John Deere Financial	\$ 441.62	01
Philip A Kavanagh Jr	\$ 3,000.00	01
NYS Comptroller - Justice Court	\$ 8,348.00	01
Pitney Bowes	\$ 200.00	01
Time Warner Cable	\$ 84.99	01
Time Warner Cable - Garage	\$ 74.95	01
US Bank Equipment	\$ 134.75	01
USDA Rural Development	\$ 3,768.43	15
Verizonwireless	\$ 144.42	01
Walmart	\$ 175.96	01
Total	\$ 18,091.08	

Town of Tupper Lake
 October 2015 Budget Transfers

	Account	Detail	Decrease	Increase
General	19904.01	Contingency	\$3,550.00	
	16802.01	Data Processing EQ		\$2,000.00
	16804.01	Data Processing CE		\$1,000.00
	64104.01	Publicity CE		\$500.00
	86644.01	Code Enforcement CE		\$50.00
	16204.01	Buildings CE	\$2,000.00	
	16201.01	Buildings PS		\$2,000.00
			\$5,550.00	\$5,550.00

Town of Tupper Lake Code Enforcement

Monthly Report September 2015

20 Building Permits issued in September

1 Demolition Permit

4 Complaints filed

Completed 32 field inspections

September 2015 miles logged 208

Please contact me with any questions or concerns.

Respectfully submitted:

Paul O'Leary
Code Enforcement Officer
Town of Tupper Lake

Recreation Report for 10-8-15

HALLOWEEN WALK

I'm in the works with two different students groups at the school to turn the new multi-recreational trail into a Trick-or-Treat trail on Halloween night. The students would stand at designated points along the trail to hand out candy. Tric-or-Treaters would be encouraged to bring headlamps or flashlights but that path would also be somewhat lit by Tiki-Torches which I would purchase in advance. The idea is to also use the train station as a meeting area afterwards where cider and doughnuts would be had as well as some fun games. I also plan to show some short Halloween cartoons as well.

The cost associated with this would be purchase of the Tiki-Torches, which would also be used for cross country ski events we hold each season, the cost of candy to hand out and items associated with the train station.

NIGHTTIME SCSVENGER HUNT

I held this event for the first time the other night on the new trail. I'd consider an awesome success. Close to 30 people attended and they all had a good time. We walked about ¾ of the trail and warmed up with hot chocolate afterward.

XC PROGRAM

I attended open house at the school the other night and had great interest in the program. This will be out seventh year of the program. I am talking with school officials to see about transporting students up to the cross country trails once a week as part of the program

BROCHURE

Please have a look at the design for the brochure. With today's technology instead of producing a tri-fold brochure I thought it would make more sense to make a single sheet rack card brochure with a Q-code to direct users to more information on the trail system

NEW PROGRAM

I've been in the talks with some parents in the football program about bringing a pre-season flag league to students in elementary school. This would take place in late Spring and early Summer and run on opposite days of baseball. This opens up more options for children and with a group committed to helping run the program is a perfect fit to fold into the town's other programs. I fear it might detract from baseball a bit but being on opposite nights I'm sure many children will opt to do both.

AARON MADDOX HALL

I've been soliciting independent contractors to see if they would be interested in holding weekly or monthly classes at the hall. I already have an artist that might be interested in doing a painting class. This would be more adult oriented but of course children would be allowed to participate. I've attached a draft contract that could be used for any potential parties interested.

INDEPENDENT CONTRACTOR AGREEMENT DANCE INSTRUCTION

This Independent Contractor Agreement is made and entered as of this day, September 3, 2014, by and between the Town of Tupper Lake and the Lake Placid Center for the Arts to provide dance classes for elementary aged students at the town owned Aaron Maddox Hall.

THEREFORE it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:** The term of this agreement shall commence on the Effective Date and terminate in May of 2015.
2. **COMPENSATION:** The Town shall pay the contractor within one month after the first class in each semester. The Contractor agrees to give the town five dollars from each registration fee to cover administrative costs.
3. **DUTIES OF TOWN**
 - 3.1 **REGISTRATION:** The Town shall register all participants and collect all enrollment fees.
 - 3.2 **PUBLICITY:** The Town will advertise in the local paper. The Town will also distribute a flyer to each eligible elementary age child. Furthermore the Town will utilize social media and the Town's website to further disseminate information of the classes.
 - 3.3 **FACILITY:** The Town shall provide use of the Aaron Maddox Hall without charging the Contractor any rental fees.
4. **CONTRACTOR DUTIES**
 - 4.1 Contractor hereby certifies that it or any employee that will be teaching the classes are qualified to do so.
 - 4.2 Representatives: Contractor shall provide Town with name(s), address(es), and phone number(s) of all representatives who will provide any services to this program.
 - 4.3 Supplies/Equipment: Contractor shall be responsible for providing all supplies, equipment, personnel, and materials desired for the class at the Contractor's expense.
 - 4.4 Class Cancellation: Should a class need to be cancelled it shall be the Contractor's responsibility to inform the participants as well as the Town.
 - 4.5 Contractor shall immediately inform the Town of any injuries to participants or damages to the facility.
5. **INSURANCE:** Prior commencement of work, Contractor shall provide and maintain at its own expense during the term of this contract policies of insurance. In addition Contractor shall name Town as additionally insured on Contractor policy.

6. **CONFIDENTIALITY:** All class rosters, participant addresses and contact information shall remain property of the Town. v shall not release such information to others without prior authorization from the Town. All class rosters, participant addresses and contact information shall be used solely for the administration of classes and for performing Town business.

7. **IDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the Town, its elected and appointed officers, employees, agents, volunteers, and representatives with respect to any loss, liability, injury or damage that arises out of or in in any way related to, the acts or omissions of Contractor, its employees, representatives, officers and agents, in the course of performing services under this agreement.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year as written above.

TOWN OF TUPPERLAKE
 120 Demars Blvd.
 Tupper Lake, NY 12986

LAKE PLACID CENTER FOR THE ARTS

By: _____

By: _____

 PRINTED NAME

 PRINTED NAME

Title: _____

Title: _____

Date: _____

Date: _____

NOTARY:

Supervisor Patricia Littlefield
Town of Tupper Lake
120 Demars Boulevard
Tupper Lake, NY 12986

September 21, 2015

Re: Lease Proposal for land, property and hydroelectric development rights for the "Setting Pole Dam", property located in the Town of Tupper Lake, NY.

Dear Supervisor,

Hello, I hope this letter finds you are doing well. I am appreciative of the time you took to speak briefly with me when we met a few weeks ago.

As a compliment to Tupper Lake; our group of (20) twenty people who visited to the "Wild Center" enjoyed the visit very much. I was also very happy to "finally" walk thru the museum, and see the exhibits. I have been to Tupper Lake numerous times and that was my first visit. It is truly a regional asset.

As promised when we spoke, I wanted to follow up on our "dam" conversation.

With that in mind, I am attaching for your review our lease proposal for the Setting Pole dam, including land and hydroelectric development rights to the parcel of land owned by the Town of Tupper Lake.

The attached document is a draft and subject to further discussion. As you can see our proposal offers many benefits to the Town of Tupper Lake. Our hope is to provide a starting point for a discussion which leads to a long term agreement that is a Win/Win scenario for all parties

I welcome the opportunity to meet with you and the board in person to discuss more in depth this proposal; and will follow this offer up with a telephone call. I will be in Tupper Lake this week, and am hoping to attend the Town Board Meeting.

If in the meantime you have any questions please call me at 716-655-3524.

Thank You for the opportunity. I hope we can work together on this exciting project.

Sincerely,

Best Regards,

A handwritten signature in black ink that reads "Dennis Ryan". The signature is written in a cursive, flowing style with a large initial 'D'.

Dennis Ryan,
Project Manager
ECOsponsible, LLC.
PO Box 114
West Falls NY, 14170 USA
denryan@gmail.com

Dear Tupper Lake Town Board,

Thank you very much for allowing me to speak with you at May's regular meeting and The Public Hearing in June.

As mentioned during our meetings today's energy demand is increasing day by day and thus new innovations in hydro energy conversion are emerging. It is well established as a conventional form of hydro power has a great potential to meet the needs of consumers. Small scale hydropower is one of the renewable energy source of energy which has vast potential.

Hydrokinetic turbines are suitable to tap this potential and the technology is recent which produces electricity from flowing water. Hydrokinetic turbines are more suitable to convert kinetic energy in the river and marine current. Hydro kinetic technology is well suited to enhance the rural, and village areas where the large civil work are not required for the generation of power.

This technology can be adopted easily and can run efficiently with less environmental impact. Energy can be extracted from the ocean and river currents by using submerged turbines, which are similar in function to wind turbines, capturing energy through the processes of hydrodynamic, rather than aerodynamic, lift or drag.

The energy in flowing water current is a good choice of small-scale hydropower. Water provides the renewable energy option with a possibility of a continuous supply because this kind of energy does not need the storage. Turbines can have horizontal, vertical or inclined axes of rotation.

ECOspensible, is currently in the process of developing (11) eleven small-scale hydroelectric projects; the projects are located on (9) nine-rivers; in (10) ten counties across New York State.

When fully operational the combined output from these projects will generate enough energy every year to meet the needs of over 2.9 million four-bedroom homes across New York State.

After each Town Board Meeting I received several positive comments from Tupper Lake residents and local stakeholders related to our proposed plan at the Setting Pole Dam. It is my impression that the residents I spoke to are overwhelmingly in favor of the Town Going "Green, and moving toward reducing its pollution impact.

It is with this in mind, ECOspensible would like to propose to establish a long term partnership with the Town of Tupper Lake.

Our proposal to the Town has Consists of (3) three components':

1. Generation of Electricity.
2. Transmission of Electricity.
3. Conservation of Electricity.

Project History

In October 2013, ECOsponsible filed an application for Preliminary Permit to study the feasibility of the Setting Pole Dam site for the generation of electricity.

As part of the permit process several regulatory agencies and stake holders were contacted and invited to submit comments or motions to intervene. The projects potential impact on the environmental, fish, foliage, fauna and recreational use of the site was discussed and will be studied more in depth during the Federal license process.

In May 2014, ECOsponsible received a Preliminary Permit from the Federal Energy Regulatory Commission ("FERC") to study (up to 5 years) the feasibility of converting the "Setting Pole Dam" into a low impact small-scale hydroelectric project.

Since that time ECOsponsible has been collecting data related to fish, foliage, fauna, birds, and other wildlife located near the proposed project site. The data is intended to be compiled as part of a Draft Hydroelectric License Application submission to FERC.

Community Benefits

Our proposal will provide the following benefits to the electrical consumers of Tupper Lake:

1. Strengthen the local power grid.
2. Lock in long term power costs for local consumers.
3. Avoided pollution. (each year from the setting pole dam is the equivalent of removing 8,000 cars from the road; or planting 30 acres of trees annually.)
4. Utilize wasted energy in the river flow to generate electricity that benefits the community.

Our proposal will provide the following benefits to the tax payers/residents of Tupper Lake:

1. Convert and "underutilized" town owned asset into a means for generating long term cash flow income.
2. Reduced safety liability from death or injury at the dam.
3. Offset increased municipal costs with annual payment from ECOsponsible.
4. Increased recreational use after proposed projects recreational enhancements are completed.
5. Reduced Flood related issues due to automated Flood Control system allowing for online access and viewing of flood gauge at the Dam.

With the above in mind please feel free to review the remainder of our proposal. If you have any questions or need clarification please call me at 716-655-3524, or e-mail me at denryan@gmail.com. Thank you again for the opportunity, your time and consideration.

Best Regards,

Dennis Ryan
Project Manager ECOsponsible, LLC
PO Box 114 West Falls, NY 14170

SETTING POLE DAM HYDRO ELECRIC PROJECT PROPOSAL

Generation

ECOspensible proposes to enter into a (50) fifty year agreement for the Hydropower development rights with access to and from the project at the Setting Pole Dam.

The proposed arrangement would have ECOspensible constructing, operating and maintaining a hydroelectric plant using the flows of the Raquette river at the Setting Pole Dam site to generate renewable energy for sale into the local grid.

The power will then be sold to local consumer(s) or into the Tupper Lake Municipal electrical grid.

This type of relationship is common with upstate NY municipalities. Locally; Saranac Lake; Potsdam; Cranberry Lake, Ogdensburg and The Town of Forestport all lease Municipal owned space for use by hydroelectric projects.

The rental payments are usually based on the size of the projects electrical output capacity. The proposed project is categorized as a "Micro" or "Small Hydro" project by the FERC.

The annual payment to the Town ECOspensible is proposing is a lump sum amount \$30,000 per year. The total amount of payments made to the LESSOR during the initial term of this agreement shall be \$1,500,000.

The first payment would be made to the town thirty (30) days prior to start of any project related construction activity or as agreed to by both parties.

Tupper Lake and ECOspensible are both interested in the operation of the dam, water control structures, reservoir and hydroelectric plant at the Setting Pole Dam site.

It is recognized that the use of the waters of the Raquette River at the Setting Pole Dam and the release of said waters is for the purpose of supplying flows to the Raquette River and that generation of hydroelectric power at the site is secondary to such use of such waters.

ECOspensible, shall have general control over all flows of water within the project boundaries and shall have primary responsibility of maintenance of such flows and pool elevations at level specified in previous court orders.

During the term of this relationship should the Town require adjustments to water levels or rates of flow at the project site due to navigational needs or maintenance of the Setting Pole Dam, ECOspensible shall adjust such flows or elevations as soon as is reasonably and physically possible. ECOspensible agrees to provide the Town with online access of the data and ability to monitor (and control if necessary) the water levels at the project site via web based technology.

ECOspensible, will operate, maintain, and be responsible for all construction, and capital improvements of the powerhouse, penstock, tailrace, and hydroelectric equipment.

Additionally ECOspensible, will maintain all dams, banks, berms, headwalls, gates, control structures and other impounding structures within the project site at a level equal to or better than the generally accepted standard in the hydroelectric industry and/or required by FERC regulation, which ever shall provide a superior level of maintenance.

As part of its commitment to increasing public recreational access to the Raquette River, ECOspensible will be upgrading the project sites recreational attributes to include upstream and downstream floating docks for fishing and canoe access; LED (Zero Cutoff) area lighting, refuse disposal and recycling cans, picnic tables and overall general improvement of the existing parking area, portage trails and canoe launch sites at the project site.

As part of its commitment to providing the public safe access to the River, ECOspensible will limit public access to the dam with APA approved fencing; project perimeter lighting using ("Zero Cutoff") Solar Powered LED lights; installation of safety equipment for use should someone fall into the river; 24/7 monitored security with 911-Emergency capability.

Transmission

Our research indicated that enough power could be generated at the Setting Pole Dam site to meet the electrical needs of (454) four-hundred-and-fifty-four 4-bedroom homes in the area each year.

The proposed projects grid access is conveniently located on the Setting Pole Dam property. ECOspensible is planning access to the large 46 kV wire located about 1600' from the riverbank. At or near this area a small electrical substation with transformer for transmitting the power to the local grid. ECOspensible is currently negotiating with a landowner for the access to and from the grid, including the purchase of 200 acres adjacent to the property.

Conservation

Statistics prove that 40% of electrical usage is lighting related. ECOspensible has LED lights that reduce lighting related costs for electric and maintenance by 85%. Recent research has proven that \$1 dollar of saved electrical costs equals \$85 dollars of equivalent income to the Town from taxpayers.

As part of a power purchase agreement ECOspensible can provide the Town; area; street, roadway lighting products. The lighting is Zero cutoff and are Dark Sky compliant reducing light pollution.

As a NYSERDA certified Lighting Consultant ECOspensible can assess the towns lighting needs, calculate the savings, prescribe a cost effective solution, install certified lighting products, and process any lighting related grants for the Towns benefit.

PROPOSED LOCAL LAW NO. 1 OF THE YEAR 2015

TOWN OF TUPPER LAKE, FRANKLIN COUNTY

A Local Law to Override the Tax Levy Limit Established in General Municipal Law §3-c

Section 1. Legislative Intent

It is the intent of this Local Law to override the limit on the amount of real property tax that may be levied by the Town of Tupper Lake, County of Franklin pursuant to General Municipal law §3-c, and to allow the Town of Tupper Lake, County of Franklin to adopt a budget for (a) Town purposes, (b) fire protection districts, and (c) any other special or improvement district governed by the Town Board for the fiscal year 2015 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal law §3-c.

Section 2. Authority

This Local Law is adopted pursuant to subdivision 5 of General Municipal law §3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Tupper Lake, County of Franklin is hereby authorized to adopt a budget for the fiscal year 2015 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal law §3-c.

Section 4. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5 Effective date

This Local law shall take effect immediately upon filing with the Secretary of State.

SITE NAME:
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between _____, with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately (____) square feet of space (the "Floor Space") and approximately _____ (____) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at [ADDRESS]_____, [MUNICIPALITY]_____, [COUNTY]_____, [STATE] _____, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time

during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$_____) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. **Choose either Option A or Option B as follows: [Option A (submetering):** *If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power*

consumption on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at _____, shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.] **[Option B (flat fee):** In consideration for electrical service, \$_____ per year shall be added to the annual rent due under this Agreement as additional rent.]

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties

acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE: _____
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its

performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any

environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____

Its: _____

Date: _____

WITNESS

LESSEE:

By: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**

Dear Supervisor Littlefield and Town Council members,

This letter is to express my interest in being a member of the Tupper Lake Joint Planning Board and ask that you consider me for the recently vacated seat.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in the planning the future of our township.

I respectfully request your support in being appointed to the Tupper Lake Joint Planning Board.

I would be happy to answer any questions you may have.

Thank you in advance for your consideration.

Sincerely,



Doug Benzce

156 Underwood Road

359-2856

354-1278





Dear Supervisor Littlefield and Town Council members,

I am interested in being a member of the Tupper Lake Joint Planning Board and ask that you consider me for the current open seat.

I understand the comment and feel it is important as a member of the business community to step up and be involved in the current and future planning of Tupper Lake.

I would be happy to answer any questions you may have.

Thank you in advance for your consideration.

Sincerely,

Carlos Gonzalez

124 Main Street

524-4850

**RESOLUTION #30 / 2015
A G R E E M E N T**

THIS AGREEMENT made October 8, 2015 between the **TOWN OF Tupper Lake**, hereinafter referred to as the **TOWN**, and the **ADIRONDACK PARK LOCAL GOVERNMENT REVIEW BOARD**, a Board duly organized and existing pursuant to the provisions of §803-a of the Executive Law of the State of New York, acting by and through its duly appointed members, hereinafter referred to as the **REVIEW BOARD**.

WHEREAS, the **REVIEW BOARD** was created by the Legislature of the State of New York and is composed of representatives appointed by the county legislatures of the counties lying in whole or in part within the Adirondack Park; and

WHEREAS, the Legislature of the State of New York has provided only partial funding for the **REVIEW BOARD** to perform its statutory functions as outlined in Executive Law §803-a, and recently reduced that funding by 53%, and

WHEREAS, the **TOWN** has authorized an appropriation in the sum of three hundred Dollars (\$ 300.00) in support of the work of the **REVIEW BOARD** in representing the interests of the local governments of the Adirondacks; and

NOW, THEREFORE, it is agreed as follows:

1. The **TOWN** agrees to pay to the **REVIEW BOARD** the sum of three hundred Dollars (\$ 300.00) for the services of the **REVIEW BOARD** in representing the **TOWN** in matters relating to the Adirondack Park.

2. The **REVIEW BOARD** agrees to provide to the **TOWN** the benefit of its services, including but not limited to, attendance at meetings of the Adirondack Park Agency, attendance and participation at public hearings conducted by the Adirondack Park Agency on projects under review by said Agency, periodic reports on the activities of the Adirondack Park Agency to the Supervisor of the **TOWN**, especially as such activities affect the residents of the **TOWN**, and generally to report on the administration and enforcement of the Land Use and Development Plan set forth in the Executive Law of the State of New York.

THE TOWN OF Tupper Lake

By _____, Supervisor October 8, 2015
Patricia S. Littlefield Date

**ADIRONDACK PARK LOCAL GOVERNMENT
REVIEW BOARD**

By **FREDERICK H. MONROE**
Executive Director

Date

Laurie Fuller

From: plittlefield@townoftupperlake.com
Sent: Tuesday, October 06, 2015 1:06 PM
To: Laurie Fuller
Subject: [FWD: Turkey Trot]

----- Original Message -----

Subject: Turkey Trot
From: <pmsshaheen@roadrunner.com>
Date: Mon, October 05, 2015 6:47 pm
To: pattilittlefield@townoftupperlake.com

Hello Patti,
I am writing to ask permission to hold the Erin Farkas Dewyea Turkey Trot again on Thanksgiving Day this year. We are planning a 5K and 10K walk/run starting at 8 am at the Train Station.
Please advise if there is anything else that we need to do! Thanks!

Maureen Shaheen

CONTRACT

This Contract made and entered into this 8TH day of OCTOBER, in the year of 2015, by and between the **Town of Tupper Lake**, a municipal corporation, duly organized and existing under the laws of the State of New York, party of the first part, and North Country LIFE FLIGHT, Inc., a not-for-profit corporation existing under the laws of the State of New York, with principal offices in Saranac Lake, New York, hereinafter referred to as "LIFE FLIGHT", party of the second part.

WITNESSETH:

WHEREAS: The Town Board of the **Town of Tupper Lake** did provide in its 2016 budget an appropriation in the amount of \$ 2500.00 be paid from Account No. _____ for LIFE FLIGHT, and

WHEREAS: The Town Board of the **Town of Tupper Lake** did by Resolution No. 31 duly adopted on the 8TH day of OCTOBER in the year of 2015 authorize the payment of said funds,

NOW, THEREFORE, it is mutually understood and agreed as follows:

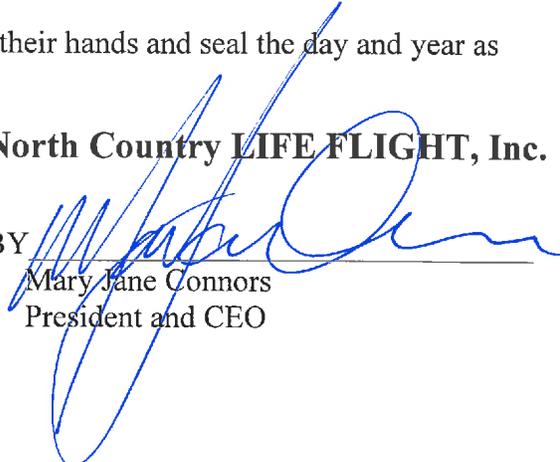
- 1) The Town Board of the **Town of Tupper Lake** pursuant to Resolution No. 31 agrees to allocate the sum of \$ 2500.00 to the Party of the Second Part which constitutes the Town's full obligation with regard to this Contract and all consequences arising therefrom. Said contract to run off the calendar year of 2016.
- 2) LIFE FLIGHT agrees to use the funds for medevac program services to include disposable medical supplies; community outreach, education and training; general and professional liability insurance, staff and volunteer continuing medical education; industry association dues; and general office expenses to include personnel, supplies, postage, rent and telephone.
- 3) The Party of the Second Part agrees to comply with Resolution No. 31 and use the said funds per their budget request for funds. Year-end report to be filed within 60 days of the close of the corporation's fiscal year if requested by the Town's Budget Officer.
- 4) The Town is premising approval of this Contract upon the specific budget presented by the Party of the Second Part. Deviations on various lines will occur from time to time.

In Witness Whereof, the parties have hereunto set their hands and seal the day and year as written.

Town of Tupper Lake

BY _____
Patricia Littlefield
Supervisor

North Country LIFE FLIGHT, Inc.

BY 
Mary Jane Connors
President and CEO

Town of Tupper Lake

RESOLUTION NO: 31

DATED: OCTOBER 8, 2015

WHEREAS: North Country LIFE FLIGHT, Inc. is a not-for-profit, tax-exempt corporation which is responsible for all aspects of patient care by providing medical equipment, training medical personnel and administering the medical portion utilizing the New York State Police helicopter based in Saranac Lake and private fixed-wing aviation resources; and

WHEREAS: The New York State Police aviation resources do not provide a medically trained team or medical equipment for patient transports; and

WHEREAS: The people of Clinton, Essex, Franklin, Hamilton and St. Lawrence Counties receive a vital emergency medical service for critically ill and seriously injured patients, and, therefore municipal governments are asked to pledge monies for this worthwhile program;

NOW, THEREFORE, BE IT RESOLVED: That the Town Board of the Town of Tupper Lake hereby authorizes the Supervisor to enter into a contract with North Country LIFE FLIGHT, Inc. for the purpose of operating the medical component of the medevac program, which will serve its residents and visitors, and paying the amount of \$ 2500.00 which represents the Town's share for 2016; and be it

FURTHER RESOLVED: That the sum of \$ 2500.00 is hereby appropriated to Account No. _____ for payment to North Country LIFE FLIGHT, Inc.

Offered by:

Seconded by:

Vote: